

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
DE ELA/Literacy & Mathematics High Quality Professional Learning
ISSUED BY DELAWARE DEPARTMENT OF EDUCATION
CONTRACT NUMBER 2020-06**

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I. Overview

The State of Delaware Department of Education, seeks professional services to provide professional learning and coaching to educators in the science of reading and/or for the successful adoption and implementation of high-quality instructional materials (HQIM) in schools throughout Delaware. This request for proposals ("RFP") is issued pursuant to 29 Del. C. §§ [6981](#) and [6982](#).

The proposed schedule of events subject to the RFP is outlined below:

| | |
|--|---|
| Public Notice | Date: December 12, 2019 |
| Deadline for Questions | Date: January 14, 2020 |
| Response to Questions Posted by: | Date: January 21, 2020 |
| Deadline for Receipt of Proposals Time) | Date: February 4, 2020 at 2:00 PM (Local |
| Estimated Notification of Award | Date: March 2020 |

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which

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the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3).

Furthermore, the transmittal letter must attest to the fact, at a minimum, that the Vendor shall not store or transfer non-public State of Delaware data outside of the United States. For technology related solicitations, Vendors may refer to the Delaware Department of Technology and Information identified terms and conditions included in this solicitation.

The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

MANDATORY PREBID MEETING

A mandatory pre-bid meeting has not been established for this Request for Proposal.

II. Scope of Services

Reference Appendix B.

III. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

A. Minimum Requirements

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.

Prior to the execution of an award document, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.

2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section V, Item 8, subsection g (insurance).

B. General Evaluation Requirements

1. Company Background and Experience
2. Approach and Methodology
3. Proposed Staff Qualifications
4. Cost

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IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* [§6981](#).

2. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov . Paper copies of this RFP will not be available.

3. Assistance to Vendors with a Disability

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

4. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Meaghan Brennan
DE Department of Education, Finance Office
401 Federal Street, Ste. 2
Dover, DE 19901
Email: Meaghan.Brennan@doe.k12.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

5. Consultants and Legal Counsel

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact the State's consultant or legal counsel on any matter related to the RFP.

6. Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

7. Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or

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suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

8. Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as;
 - 1) Known failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with **6** paper copies including a price proposal and **2** electronic copies on separate USB memory drives. For electronic copies, please provide a separate pricing file from the rest of the RFP proposal responses.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **2:00 PM (Local Time) on February 4, 2020**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

Meaghan Brennan
DE Department of Education, Finance Office, Rm. 275
401 Federal Street, Ste. 2
Dover, DE 19901

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Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. 2020-06” on the outside of the bid submission package.

Any proposal received after the Deadline for Receipt of Proposals date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery and any costs for returned proposals. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

3. Proposal Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

4. Proposal Costs and Expenses

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through one year from the date of proposal receipt. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

7. Proposal Opening

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened in the presence of State of Delaware personnel. Any unopened proposals will be returned to the submitting Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

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8. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

9. Concise Proposals

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

10. Realistic Proposals

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

11. Confidentiality of Documents

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq. \("FOIA"\)](#). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

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In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

12. Price Not Confidential

Vendors shall be advised that as a publically bid contract, no Vendor shall retain the right to declare their pricing confidential.

13. Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**prime contractor**". The "**prime contractor**" must be the joint venture's contact point for the State of Delaware and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

a. Primary Vendor

The State of Delaware expects to negotiate and contract with only one "prime vendor". The State of Delaware will not accept any proposals that reflect an

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equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.18 regarding multiple source contracting.

b. Sub-contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by State of Delaware.

c. Multiple Proposals

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

14. Sub-Contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by State of Delaware.

15. Discrepancies and Omissions

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

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Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions shall be received no later than **January 14, 2020**. All questions should be posted on DDOE's website at: <https://doeapppublic01.doe.k12.de.us/BidManagementPublic/#home>. All questions will be consolidated into a single set of responses and posted on both DDOE's website, as well as the State's website at www.bids.delaware.gov by the date of **January 21, 2020**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

16. State's Right to Reject Proposals

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

17. State's Right to Cancel Solicitation

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

18. State's Right to Award Multiple Source Contracting

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Pursuant to 29 *Del. C.* [§ 6986](#), the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

19. Potential Contract Overlap

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

20. Supplemental Solicitation

The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

21. Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

22. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

23. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Failure to notate exceptions will waive Vendor's ability to negotiate the specifications, terms or conditions outlined in this RFP. Acceptance of exceptions is within the sole discretion of the evaluation committee.

24. Business References

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 5. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

25. Award of Contract

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other

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than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

26. Cooperatives

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation. State of Delaware terms will take precedence.

C. RFP Evaluation Process

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ [6981](#) and [6982](#). Professional services for this solicitation are considered under 29 Del. C. §6982(b). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the Associate Secretary of Financial Management and Operations, who

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shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982\(b\)](#), to award a contract to the successful vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* §[6986](#).

Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

| Criteria | Weight |
|-----------------------------------|-------------|
| Company Background and Experience | 25% |
| Approach and Methodology | 45% |
| Proposed Staff Qualifications | 20% |
| Cost | 10% |
| Total | 100% |

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Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor's capabilities so the responding vendor should be detailed in their proposal responses.

3. Proposal Clarification

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

4. References

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

5. Oral Presentations

After initial scoring and a determination that vendor(s) are qualified to perform the required services, selected vendors may be invited to make oral presentations to the Evaluation Team. All vendor(s) selected will be given an opportunity to present to the Evaluation Team.

The selected vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

V. Contract Terms and Conditions

1. Contract Use by Other Agencies

REF: Title 29, Chapter [6904\(e\)](#) Delaware Code. If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

2. Cooperative Use of Award

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval

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for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

3. As a Service Subscription

As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.

4. General Information

- a. The term of the contract between the successful bidder and the State shall be for **up to 15 months** with **four** optional extensions for a period of one (1) year for each extension.
- b. As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.
- c. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- d. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- e. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- f. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- g. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

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- h. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.
- i. Vendors are not restricted from offering lower pricing at any time during the contract term.

5. Collusion or Fraud

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

6. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

7. Solicitation of State Employees

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

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This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

8. General Contract Terms

a. Independent Contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware may provide working space and sufficient supplies and material to augment the Contractor's services.

b. Temporary Personnel are Not State Employees Unless and Until They are Hired

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any

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separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

c. ACA Safe Harbor

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

d. Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § [2502](#).

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200 - Public Service, (302) 577-8205 - Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

e. Notice

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Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**DELAWARE DEPARTMENT OF EDUCATION
FINANCE OFFICE, RM. 275
401 FEDERAL STREET, SUITE 2
ATTN: MEAGHAN BRENNAN**

f. Indemnification

1. General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract.

2. Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- a. Procure the right for the State of Delaware to continue using the Product(s);
- b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

g. Insurance

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any

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act of omission on the part of the vendor in their negligent performance under this contract.

2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
3. During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:
 - a. Vendor shall in all instances maintain the following insurance during the term of this Agreement.
 - i. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
 - ii. Commercial General Liability
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate.
 - b. The successful vendor must carry at least one of the following depending on the scope of work being delivered.
 - i. Medical/Professional Liability
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate
 - ii. Miscellaneous Errors and Omissions
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate
 - iii. Product Liability
\$1,000,000 per occurrence/\$3,000,000 aggregate
 - c. If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage's, secure at its own expense the following coverage.
 - i. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident.
 - ii. Automotive Property Damage (to others) - \$25,000
4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded vendor(s).
5. The State of Delaware shall not be named as an additional insured, BUT must be named as a Certificate Holder.
6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

h. Performance Requirements

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The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

i. BID BOND

There is no Bid Bond Requirement.

j. PERFORMANCE BOND

There is no Performance Bond requirement.

k. Vendor Emergency Response Point of Contact

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

l. Warranty

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

m. Costs and Payment Schedules

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

n. Liquidated Damages

The State of Delaware may include in the final contract liquidated damages provisions for non-performance.

o. Dispute Resolution

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At the option of, and in the manner prescribed by the Delaware Department of Education, the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, Delaware Department of Education elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by Delaware Department of Education, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of the Delaware Department of Education Secretary for final and binding arbitration. Delaware Department of Education reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

p. Termination of Contract

The contract resulting from this RFP may be terminated as follows by Delaware Department of Education.

1. Termination for Cause

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or

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action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

2. Termination for Convenience

The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

3. Termination for Non-Appropriations

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

q. Non-discrimination

In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 section [711](#), will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

r. Covenant against Contingent Fees

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

s. Vendor Activity

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter.

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Failure to adhere to this requirement is cause for elimination from future consideration.

t. Vendor Responsibility

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of the Delaware Department of Education.

u. Personnel, Equipment and Services

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

v. Fair Background Check Practices

Pursuant to 29 Del. C. [§6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

Pursuant to 31 Del. C. §309, any vendor, employee or contractor of a vendor, or independent contractor, that, as a result of this solicitation has regular direct access to children, or provides services directly to a child or children, must complete a background check. This mandatory check will consist of a fingerprinted Delaware and national background check completed by the State Bureau of Identification (SBI) as well as a Child Protection Registry check completed by the Department of Services for Children, Youth and Their Families (DSCYF). No work can begin until these requirements have been successfully met.

w. Vendor Background Check Requirements

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at:
<https://sexoffender.dsp.delaware.gov/>

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Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

x. Drug Testing Requirements for Large Public Works

Pursuant to 29 Del.C. [§6908\(a\)\(6\)](#), effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. [§6962](#).

Final publication of the identified regulations can be found at the following:
[4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects](#)

y. Work Product

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

z. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

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aa. Applicable Law

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

1. the laws of the State of Delaware;
2. the applicable portion of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
4. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
5. that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

bb. Severability

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

cc. Assignment Of Antitrust Claims

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

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dd. Technology Standards

The selected vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by it, its subcontractors and its and their principals, officers, employees and agents under this Agreement. Vendor shall provide system diagrams in accordance with State Architecture requirements at <https://dti.delaware.gov/about-dti/boards-and-committees/arb-templates/>. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/information/standards-policies.shtml>, and as modified from time to time by DTI during the term of this Agreement. Vendor will integrate all delivered services and systems with the DDOE Identity Management System and Single-Sign On system. If any service, product or deliverable furnished pursuant to this Agreement does not conform with DTI standards, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by Vendor's failure to ensure compliance with DTI standards.

ee. Accessibility Standards

If services or products provided by selected Vendor utilize Electronic and Information Technology ("EIT") for information delivery, support, or reporting, Vendor shall be responsible for ensuring that any such technology satisfies the Department's Accessibility requirements. In general, all EIT systems must be free of errors and warnings for Level AA of the WCAG 2.0 standard. A complete Statement of Accessibility Requirements for the Department is available at <https://www.doe.k12.de.us/Page/3458>. EIT is defined at FAR 2.101, which is available at <https://www.acquisition.gov/browsefar>. Please note that EIT includes Information Technology, also defined at FAR 2.101.

Vendor must supply a Voluntary Product Accessibility Template ("VPAT") for any EIT supplied, furnished, or created for or on behalf of DDOE by the Vendor in the execution of this contract, including any equipment, software, services, or commercial products. An existing VPAT is acceptable as long as it corresponds to the make, model, and revision (in the case of hardware) or major version number (in the case of software) of the relevant EIT. A sample VPAT template is included as an attachment to this RFP. DDOE reserves the right to request an updated VPAT if Vendor makes a significant change in hardware, software, or service provider during the term of this Agreement. All VPATs must be approved by DDOE prior to production deployment of EIT.

If any service, product or deliverable furnished pursuant to this Agreement does not conform with the Department's accessibility standards, Vendor shall, at its expense and option either (1) modify it to conform, or (2) provide a mechanism for equally effective alternative access. In the case of (2), Vendor must submit an Equally Effective Alternative Access Plan ("EEAAP"), which must be approved by the Department. A sample EEAAP template is included as an attachment to this RFP. Vendor shall be and remain liable in accordance with the terms of this

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Agreement and applicable law for all damages to DDOE caused by Vendor's failure to ensure compliance with the Department's [published accessibility standards](#).

ff. Scope of Agreement

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

gg. Affirmation

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

hh. Audit Access to Records

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

ii. IRS 1075 Publication

Performance

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be performed under the supervision of the contractor or the contractor's responsible employees.

The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

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Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

Criminal/Civil Sanctions

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees]

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in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

Inspection

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

jj. Other General Conditions

- 1. Current Version** – "Packaged" application and system software shall be the most current version generally available as of the date of the physical installation of the software.

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2. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.
3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
5. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
7. **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
8. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
9. **Billing** – The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.
10. **Payment** – The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.
11. **W-9** - The State of Delaware requires completion of the [Delaware Substitute Form W-9](https://esupplier.erp.delaware.gov) through the Supplier Public Portal at <https://esupplier.erp.delaware.gov> to make payments to vendors. Successful completion of this form enables the creation of a State of Delaware vendor record.
12. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **2020-06** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
13. **Purchase Card** – The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract.

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14. Additional Terms and Conditions – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

VI. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

2. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

3. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

VII. Attachments

The following attachments and appendixes shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Office of Supplier Diversity Application – FOR INFORMATION PURPOSES ONLY – THIS IS NOT REQUIRED AS PART OF A RESPONSE TO THIS SOLICITATION.
- Attachment 8 – Delaware Department of Education Standard Contract Template
- Appendix A – Minimum Response Requirements

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- Appendix B – Scope of Work / Technical Requirements
- Appendix C – Delaware State Literacy Plan

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IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, and 5 must be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved

REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov).

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Attachment 1

NO PROPOSAL REPLY FORM

Contract No. 2020-06

Contract Title: DE ELA/Literacy &
Mathematics High Quality Professional
Learning

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.

- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.
- _____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Vendor's List **for these goods or services.**

_____ We wish to be deleted from the Vendor's List **for these goods or services.**

PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.

CONTRACT NO.: 2020-06
CONTRACT TITLE: DE ELA/Literacy & Mathematics High Quality Professional Learning
DEADLINE TO RESPOND: February 4, 2020 at 2:00 PM (Local Time)

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Department of Education.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Education.

COMPANY NAME _____ Check one)

| | |
|--------------------------|-------------|
| <input type="checkbox"/> | Corporation |
| <input type="checkbox"/> | Partnership |
| <input type="checkbox"/> | Individual |

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE
LICENSE NUMBER _____

| COMPANY CLASSIFICATIONS: CERT. NO.: _____ | Certification type(s) | Circle all that apply | |
|--|---|--------------------------|----|
| | Minority Business Enterprise (MBE) | Yes | No |
| | Woman Business Enterprise (WBE) | Yes | No |
| | Disadvantaged Business Enterprise (DBE) | Yes | No |
| | Veteran Owned Business Enterprise (VOBE) | Yes | No |
| | Service Disabled Veteran Owned Business Enterprise (SDVOBE) | Yes | No |

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

Contract No. 2020-06

Contract Title: DE ELA/Literacy & Mathematics High Quality Professional Learning

CONFIDENTIAL INFORMATION FORM

☐ By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

| Confidentiality and Proprietary Information |
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Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.

Contract No. 2020-06

Contract Title: DE ELA/Literacy & Mathematics High Quality Professional Learning

BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list of the contract(s).

| | |
|---|--|
| 1. Contact Name & Title: | |
| Business Name: | |
| Address: | |
| | |
| Email: | |
| Phone # / Fax #: | |
| Current Vendor (YES or NO): | |
| Years Associated & Type of Work Performed: | |
| 2. Contact Name & Title: | |
| Business Name: | |
| Address: | |
| | |
| Email: | |
| Phone # / Fax #: | |
| Current Vendor (YES or NO): | |
| Years Associated & Type of Work Performed: | |
| 3. Contact Name & Title: | |
| Business Name: | |
| Address: | |
| | |
| Email: | |
| Phone # / Fax #: | |
| Current Vendor (YES or NO): | |
| Years Associated & Type of Work Performed: | |

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

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Attachment 6

SUBCONTRACTOR INFORMATION FORM

| | | |
|---|--|--------------------|
| PART I – STATEMENT BY PROPOSING VENDOR | | |
| 1. CONTRACT NO. 2020-06 | 2. Proposing Vendor Name: | 3. Mailing Address |
| | | |
| 4. SUBCONTRACTOR | | |
| a. NAME | 4c. Company OSD Classification: Certification Number: _____ | |
| b. Mailing Address: | <div style="display: flex; justify-content: space-between;"> <div> 4d. Women Business Enterprise 4e. Minority Business Enterprise 4f. Disadvantaged Business Enterprise 4g. Veteran Owned Business Enterprise 4h. Service Disabled Veteran Owned Business Enterprise </div> <div> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> | |
| 5. DESCRIPTION OF WORK BY SUBCONTRACTOR | | |
| 6a. NAME OF PERSON SIGNING | 7. BY (<i>Signature</i>) | 8. DATE SIGNED |
| 6b. TITLE OF PERSON SIGNING | | |
| PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR | | |
| 9a. NAME OF PERSON SIGNING | 10. BY (<i>Signature</i>) | 11. DATE SIGNED |
| 9b. TITLE OF PERSON SIGNING | | |

*** Use a separate form for each subcontractor**

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Attachment 7

**State of Delaware
Office of Supplier Diversity
Certification Application**

The most recent application can be downloaded from the following site:

<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@delaware.gov
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.
THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.**

Delaware Department of Education Contract

 RFP#2020-06

This Agreement ("Agreement") is effective only upon the execution of a State of Delaware Purchase Order and will end on , **20** , by and between the State of Delaware, Department of Education, hereafter referred to as DDOE, and VENDOR, (VENDOR).

WHEREAS, DDOE desires to obtain certain services to ; and

WHEREAS, VENDOR desires to provide such services to DDOE on the terms set forth below;

WHEREAS, DDOE and VENDOR represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, DDOE and VENDOR agree as follows:

1. Services.

1.1 VENDOR shall perform for DDOE the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.

1.2 Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) DDOE's request for proposals, attached hereto as Appendix ; and (c) VENDOR's response to the request for proposals, attached hereto as Appendix . The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.

1.3 DDOE may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by VENDOR shall be furnished without the written authorization of DDOE. When DDOE desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify VENDOR, who shall then submit to DDOE a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by VENDOR for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

1.4 VENDOR will not be required to make changes to its scope of work that result in VENDOR's costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under

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Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

2. Payment for Services and Expenses.

2.1 The Services contemplated in this Agreement shall be completed no later than _____, 20_____.

2.2 DDOE will pay VENDOR for the performance of services described in Appendix A, Statement of Work. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix _____.

2.3 DDOE's obligation to pay VENDOR for the performance of services described in Appendix A, Statement of Work will not exceed the fixed fee amount of \$_____. It is expressly understood that the work defined in the appendices to this Agreement must be completed by VENDOR and it shall be VENDOR's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. DDOE's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in DDOE's purchase order(s) to VENDOR.

2.4 VENDOR shall submit monthly invoices to DDOE in sufficient detail to support the services provided during the previous month. DDOE agrees to pay those invoices within thirty (30) days of receipt. In the event DDOE disputes a portion of an invoice, DDOE agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide VENDOR a detailed statement of DDOE's position on the disputed portion of the invoice within thirty (30) days of receipt.

2.5 Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by VENDOR. If an Appendix specifically provides for expense reimbursement, VENDOR shall be reimbursed only for reasonable expenses incurred by VENDOR in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.

2.6 DDOE is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.

2.7 DDOE shall subtract from any payment made to VENDOR all damages, costs and expenses caused by VENDOR's negligence, resulting from or arising out of errors or omissions in VENDOR's work products, which have not been previously paid to VENDOR.

2.8 Invoices shall be submitted to:

3. Responsibilities of VENDOR.

3.1 VENDOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by VENDOR, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, VENDOR shall follow practices consistent with generally accepted professional and technical standards. VENDOR shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform with DTI standards, VENDOR shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. VENDOR shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by VENDOR's failure to ensure compliance with DTI standards.

3.2 Accessibility requirements – Any electronic or information technology developed for or on behalf of DDOE shall have no errors or warnings for WCAG 2.0 Level AA success criteria unless has an exception in writing. Reviewable issues are permitted. VENDOR may be asked to provide documentation to show that delivered work product satisfies all applicable accessibility criteria. DDOE reserves the right to audit the work product at any time for accessibility compliance, and any issues found will be the responsibility of VENDOR to remediate.

3.3 It shall be the duty of VENDOR to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. VENDOR will not produce a work product that violates or infringes on any copyright or patent rights. VENDOR shall, without additional compensation, correct or revise any errors or omissions in its work products.

3.4 Permitted or required approval by DDOE of any products or services furnished by VENDOR shall not in any way relieve VENDOR of responsibility for the professional and technical accuracy and adequacy of its work. DDOE's review, approval, acceptance, or payment for any of VENDOR's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and VENDOR shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by VENDOR's performance or failure to perform under this Agreement.

3.5 Prior to performing any work under this Agreement, VENDOR and VENDOR's employees and agents shall submit to any criminal history or other

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background checks that may be requested by Delaware (DDOE). DDOE may refuse access to any DDOE facility or to any sensitive information possessed or controlled by Delaware (DDOE) for any person whose criminal history or background check results are not acceptable to DDOE, in its sole and absolute discretion. The positions anticipated include:

| Project | Team | Title | % of Project Involvement |
|---------|------|-------|--------------------------|
|---------|------|-------|--------------------------|

3.6 Designation of persons for each position is subject to review and approval by DDOE. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, VENDOR will notify DDOE immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by DDOE. If VENDOR fails to make a required replacement within 30 days, DDOE may terminate this Agreement for default. Upon receipt of written notice from DDOE that an employee of VENDOR is unsuitable to DDOE for good cause, VENDOR shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

3.7 VENDOR shall furnish to DDOE's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

3.8 VENDOR agrees that its officers and employees will cooperate with DDOE in the performance of services under this Agreement and will be available for consultation with DDOE at such reasonable times with advance notice as to not conflict with their other responsibilities.

3.9 VENDOR has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the State of Delaware or any other political subdivision of the State.

3.10 VENDOR will not use DDOE's name, either express or implied, in any of its advertising or sales materials without DDOE's express written consent.

3.11 The rights and remedies of DDOE provided for in this Agreement are in addition to any other rights and remedies provided by law.

3.12 Fair Background Check Practices - Pursuant to 29 Del. C. [§6909B](#) and effective November 4, 2014 the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by State and/or Federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

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Pursuant to 31 Del. C. §309, any vendor, employee or contractor of a vendor, or independent contractor, that, as a result of this solicitation has regular direct access to children, or provides services directly to a child or children, must complete a background check. This mandatory check will consist of a fingerprinted Delaware and national background check completed by the State Bureau of Identification (SBI) as well as a Child Protection Registry check completed by the Department of Services for Children, Youth and Their Families (DSCYF). No work can begin until these requirements have been successfully met.

3.13 By signing this contract, any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors certify they are not currently debarred or suspended by another governmental entity.

If placed on the debarment or suspension list, VENDOR must immediately notify the Delaware Department of Education.

4. Time Schedule.

4.1 A project schedule is included in Appendix .

4.2 Any delay of services or change in sequence of tasks must be approved in writing by DDOE.

4.3 In the event that VENDOR fails to complete the project or any phase thereof within the time specified in the Agreement, or with such additional time as may be granted in writing by DDOE, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, DDOE shall suspend the payments scheduled as set forth in Appendix .

5. State Responsibilities.

5.1 In connection with VENDOR's provision of the Services, DDOE shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.

5.2 DDOE agrees that its officers and employees will cooperate with VENDOR in the performance of services under this Agreement and will be available for consultation with VENDOR at such reasonable times with advance notice as to not conflict with their other responsibilities.

5.3 The services performed by VENDOR under this Agreement shall be subject to review for compliance with the terms of this Agreement by DDOE's designated representatives. DDOE representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform VENDOR by written notice before the effective date of each such delegation.

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5.4 The review comments of DDOE's designated representatives may be reported in writing as needed to VENDOR. It is understood that DDOE's representatives' review comments do not relieve VENDOR from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

5.5 DDOE shall, without charge, furnish to or make available for examination or use by VENDOR as it may request, any data which DDOE has available, including as examples only and not as a limitation:

- a. Copies of reports, surveys, records, and other pertinent documents;
- b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other document, and information related to the services specified by this Agreement.

VENDOR shall return any original data provided by DDOE.

5.6 DDOE shall assist VENDOR in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement. 5.7 VENDOR will not be responsible for accuracy of information or data supplied by DDOE or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.

5.8 DDOE agrees not to use VENDOR's name, either express or implied, in any of its advertising or sales materials. VENDOR reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

6. Work Product.

6.1 All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by VENDOR for DDOE relating to the services to be performed hereunder shall become the property of DDOE and shall be delivered to DDOE's designated representative upon completion or termination of this Agreement, whichever comes first. VENDOR shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by DDOE. DDOE shall have the right to reproduce all documentation supplied pursuant to this Agreement.

☐ 6.2 [Reserved]

OR:

☐ 6.2 VENDOR retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does

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not conflict with DDOE's rights to the materials, information and documents developed in performing the project. Upon final payment, DDOE shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of all materials in which VENDOR retains title, whether individually by VENDOR or jointly with DDOE. Any and all source code developed in connection with the services provided will be provided to DDOE, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.

☐ 6.3 [Reserved]

OR:

☐ 6.3 In no event shall VENDOR be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, VENDOR shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

☐ 6.4 [Reserved]

OR:

☐ 6.4 Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by VENDOR prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of VENDOR even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. DDOE's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

7. Confidential Information.

To the extent permissible under 29 *Del. C.* § 10001-10007, and as required by 11 *Del.C.* §4322 and other state and federal laws pertaining to confidentiality the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

8. Warranty.

8.1 VENDOR warrants that its services will be performed in a good and workmanlike manner. VENDOR agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.

8.2 Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by VENDOR for DDOE in connection with the provision of the Services, VENDOR shall pass through or assign to DDOE the rights VENDOR obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

9. Indemnification; Limitation of Liability.

9.1 VENDOR shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of (A) the negligence or other wrongful conduct of VENDOR, its agents or employees, or (B) VENDOR's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that (i) VENDOR shall have been notified promptly in writing by DDOE of any notice of such claim; and (ii) VENDOR shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

9.2 If DDOE promptly notifies VENDOR in writing of a third party claim against DDOE that any Deliverable infringes a copyright or a trade secret of any third party, VENDOR will defend such claim at its expense and will pay any costs or damages that may be finally awarded against DDOE. VENDOR will not indemnify DDOE, however, if the claim of infringement is caused by (1) DDOE's misuse or modification of the Deliverable; (2) DDOE's failure to use corrections or enhancements made available by VENDOR; (3) DDOE's use of the Deliverable in combination with any product or information not owned or developed by VENDOR; (4) DDOE's distribution, marketing or use for the benefit of third parties of the Deliverable or (5) information, direction, specification or materials provided by Client or any third party. If any Deliverable is, or in VENDOR's opinion is likely to be, held to be infringing, VENDOR shall at its expense and option either (a) procure the right for DDOE to continue using it, (b) replace it with a noninfringing equivalent, (c) modify it to make it noninfringing. The foregoing remedies constitute DDOE's sole and exclusive remedies and VENDOR's entire liability with respect to infringement.

10. Employees.

10.1 VENDOR has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by VENDOR in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor DDOE's request for specific individuals.

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10.2 Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section 10.2, "Personnel" includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.

10.3 Possession of a Security Clearance, as issued by the Delaware Department of Public Safety, may be required of any employee of VENDOR who will be assigned to this project.

11. Independent Contractor.

11.1 It is understood that in the performance of the services herein provided for, VENDOR shall be, and is, an independent contractor, and is not an agent or employee of DDOE and shall furnish such services in its own manner and method except as required by this Agreement. VENDOR shall be solely responsible for, and shall indemnify, defend and save DDOE harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

11.2 VENDOR acknowledges that VENDOR and any subcontractors, agents or employees employed by VENDOR shall not, under any circumstances, be considered employees of DDOE, and that they shall not be entitled to any of the benefits or rights afforded employees of DDOE, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. DDOE will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of DDOE or any of its officers, employees or other agents.

11.3 VENDOR shall be responsible for providing liability insurance for its personnel.

11.4 As an independent contractor, VENDOR has no authority to bind or commit DDOE. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

12. Dispute Resolution.

12.1. At the option of, and in the manner prescribed by the, DDOE, the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers,

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promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

12.2. If the matter is not resolved by negotiation, as outlined above, or, alternatively, DDOE elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by DDOE, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of the Department for final and binding arbitration. Agency reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

13. Suspension.

13.1 DDOE may suspend performance by VENDOR under this Agreement for such period of time as DDOE, at its sole discretion, may prescribe by providing written notice to VENDOR at least 30 working days prior to the date on which DDOE wishes to suspend. Upon such suspension, DDOE shall pay VENDOR its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. VENDOR shall not perform further work under this Agreement after the effective date of suspension. VENDOR shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from DDOE to resume performance.

13.2 In the event DDOE suspends performance by VENDOR for any cause other than the error or omission of VENDOR, for an aggregate period in excess of 30 days, VENDOR shall be entitled to an equitable adjustment of the compensation payable to VENDOR under this Agreement to reimburse VENDOR for additional costs occasioned as a result of such suspension of performance by DDOE based on appropriated funds and approval by DDOE.

14. Termination.

14.1 This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

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- a. Not less than 10 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

14.2 This Agreement may be terminated in whole or in part by DDOE for its convenience, but only after VENDOR is given:

- a. Not less than 10 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with DDOE prior to termination.

14.3 If termination for default is effected by DDOE, DDOE will pay VENDOR that portion of the compensation which has been earned as of the effective date of termination but:

- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
- b. Any payment due to VENDOR at the time of termination may be adjusted to the extent of any additional costs occasioned to DDOE by reason of VENDOR's default.
- c. Upon termination for default, DDOE may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event VENDOR shall cease conducting business, DDOE shall have the right to make an unsolicited offer of employment to any employees of VENDOR assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

14.4 If after termination for failure of VENDOR to fulfill contractual obligations it is determined that VENDOR has not so failed, the termination shall be deemed to have been effected for the convenience of DDOE.

14.5 The rights and remedies of DDOE and VENDOR provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

14.6 Gratuities.

- a. DDOE may, by written notice to VENDOR, terminate this Agreement if it is found after notice and hearing by DDOE that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by VENDOR or any agent or representative of VENDOR to any officer or employee of DDOE with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

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- b. In the event this Agreement is terminated as provided in 14.6.a. hereof, DDOE shall be entitled to pursue the same remedies against VENDOR it could pursue in the event of a breach of this Agreement by VENDOR.
- c. The rights and remedies of DDOE provided in Section 14.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15. Severability.

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

16. Assignment; Subcontracts.

16.1 Any attempt by VENDOR to assign or otherwise transfer any interest in this Agreement without the prior written consent of DDOE shall be void. Such consent shall not be unreasonably withheld.

16.2 Services specified by this Agreement shall not be subcontracted by VENDOR, without prior written approval of DDOE.

16.3 Approval by DDOE of VENDOR's request to subcontract or acceptance of or payment for subcontracted work by DDOE shall not in any way relieve VENDOR of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

16.4 VENDOR shall be and remain liable for all damages to DDOE caused by negligent performance or non-performance of work under this Agreement by VENDOR, its subcontractor or its sub-subcontractor.

16.5 The compensation due shall not be affected by DDOE's approval of VENDOR's request to subcontract.

17. Force Majeure.

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

18. Non-Appropriation of Funds.

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18.1 Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated DDOE may immediately terminate this Agreement, and absent such action this Agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

18.2 Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and DDOE's obligations under it shall be extinguished at the end of the fiscal year in which the State of Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

19. State of Delaware Business License.

VENDOR and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2301.

20. Complete Agreement.

20.1 This agreement and its Appendices shall constitute the entire agreement between DDOE and VENDOR with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

20.2 If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

20.3 VENDOR may not order any product requiring a purchase order prior to DDOE's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

21. Global Interoperability Standards

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DDOE advocates adoption by all suppliers of applicable open interoperability standards provided by the IMS Global Learning Consortium (IMS), the Ed-Fi Alliance (Ed-Fi) and the Common Education Data Standards (CEDS) project in order to enable safe, flexible and rapid integrations. The aforementioned standards are evolving under the governance of member organizations, which includes a majority of leading educational technology suppliers. The paragraph below describes VENDOR agreement to implement, certify, and stay current with the latest releases of these standards, so that DDOE is not required to communicate on a standard-by-standard basis the availability and requirement to adopt these standards.

VENDOR agrees that all products DDOE purchases will become certified as compliant with any final version of the aforementioned interoperability standards that are applicable to the products procured within six (6) months of the public release of each standard (or a specific later date if mutually agreed to by the parties), provided that: (a) the proposed modifications to the Product would not create a security, privacy or accessibility compromise; (b) the standard can be implemented with approximately the same amount of development resource as integration approaches of similar scope and thus does not create an undue financial burden on VENDOR; and (c) several other institutions (by direct referral) comparable to DDOE agree that the modifications necessary to the purchased product are desirable. At a minimum, VENDOR shall be required to complete an annual technology roadmap session with DDOE.

22. Data Privacy, Ownership and Protection Information

22.1 VENDOR shall adhere to the mandates of federal, state, and local ordinances and statutes, and DDOE policy and regulations, including, but not limited to the Family Educational Rights and Privacy Act (FERPA), Children's Online Privacy Protection Act of 1998 (COPPA), and 15 U.S.C. 6501–6505, with regard to the protection of data made available by DDOE.

22.2 VENDOR shall carefully select the personnel entrusted with the data, inform them about all of the legal aspects of data protection, and oblige them to preserve data secrecy. The obligation shall be made on record and evidence of this shall be provided to DDOE upon its request.

22.3 VENDOR shall be obliged to maintain a comprehensive information security program that is reasonably designed to protect security, privacy, confidentiality, and integrity of data with appropriate administrative, technological, and physical safeguards. VENDOR shall store on encrypted volumes all confidential and sensitive data that is placed on mobile computing devices including laptops. All data transmitted over the Internet must be encrypted.

22.4 Upon DDOE's request or at the latest, upon expiration of the Agreement, all existing data acquired during the term of the Agreement or created as part of the Agreement shall be returned to DDOE or shall be irretrievably deleted by the VENDOR. The deletion shall take place, at the latest, upon the expiry of

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mandatory data protection law periods. Upon request by DDOE, the deletion is to be confirmed in writing.

22.5 In the event a breach, of the obligations herein detailed or if indications of such a breach exist, **VENDOR** shall undertake to inform DDOE of the breach without undue delay.

22.6 DDOE or its designee may monitor **VENDOR**'s compliance with the Agreement as it relates to data protection. Such monitoring shall only be available upon the receiver of the data executing a non-disclosure agreement. Additionally, DDOE agrees it will only request additional monitoring if the third party assessment (ISO/ICE 27001 certification) fails to provide satisfaction of compliance with the Agreement.

22.7 **VENDOR** must provide clear notice to DDOE before making any material changes to **VENDOR**'s privacy policy.

22.8 DDOE shall be entitled to timely access data and correct data held by **VENDOR** that is factually incorrect in response to a parent/guardian request.

22.9 **VENDOR** can only utilize the data for the purposes specifically authorized by DDOE and cannot set up a personal profile of a student unless to support purposes authorized by DDOE.

22.10 **VENDOR** cannot sell data or use/share data for targeted advertising to students.

22.11 **VENDOR** cannot re-disclose data to sub-contractors, partners, or other third parties unless expressly authorized by DDOE and subcontractors, partners, or other third parties agree to DDOE's Terms of Use.

22.12 DDOE's confidential information, as provided in Paragraph 7 of this Agreement, and all other confidential information and data relating to DDOE's business are DDOE's exclusive property, and **VENDOR** therefore agrees that:

- a. All notes, data, reference materials, sketches, drawings, memoranda, disks, documentation and records in any way incorporating or reflecting any of the Confidential Information and all proprietary rights in the Confidential Information, including copyrights, trade secrets and patents shall belong exclusively to DDOE;
- b. At all times while this Agreement is in effect, **VENDOR** will keep secret and will not disclose to any third party, take or misuse any of DDOE's Confidential Information, or any other confidential information **VENDOR** acquires or has access to because of its provision of services;

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- c. At all times while this Agreement is in effect, VENDOR will not use or seek to use any of DDOE's Confidential Information for VENDOR's own benefit or for the benefit of any other person or business or in any way adverse to DDOE's interests;
- d. On DDOE's request or on termination of this Agreement, VENDOR will promptly return to DDOE all its property, specifically including all documents, disks or other computer media or other materials in VENDOR's possession or control that contain any of DDOE's Confidential Information;
- e. After termination of this Agreement, VENDOR will preserve the secrecy of and will not disclose directly or indirectly to any other person or business any of DDOE's Confidential Information; and
- f. VENDOR will promptly advise DDOE of any unauthorized disclosure or use of DDOE's Confidential Information by any person or entity.

22.13 The State's data ("State Data," which will be treated by VENDOR as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Agreement Activities; (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the Agreement Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) personal health information ("PHI") collected, used, processed, stored, or generated as the result of the Agreement Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Agreement.

22.14 VENDOR is provided a limited license to State Data for the sole and exclusive purpose of providing the Agreement Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Agreement Activities. VENDOR must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Agreement Activities, such use and disclosure being in accordance with this Agreement, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for VENDOR's own purposes or for the benefit of anyone other than

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the State without the State's prior written consent. This Section survives the termination of this Agreement.

22.15 As per the Delaware Department of Technology and Information, VENDOR shall agree to the following provisions:

- a. The State of Delaware shall own all right, title and interest in its data that is related to the services provided by this Agreement. VENDOR shall not access State of Delaware User accounts, or State of Delaware Data, except (i) in the course of data center operations, (ii) response to service or technical issues, (iii) as required by the express terms of this Agreement, or (iv) at State of Delaware's written request.
- b. Protection of personal privacy and sensitive data shall be an integral part of the business activities of VENDOR to ensure that there is no inappropriate or unauthorized use of State of Delaware information at any time. To this end, VENDOR shall safeguard the confidentiality, integrity, and availability of State information and comply with the following conditions:
 - i. All information obtained by VENDOR under this Agreement shall become and remain property of the State of Delaware.
 - ii. At no time shall any data or processes which either belongs to or are intended for the use of State of Delaware or its officers, agents, or employees, be copied, disclosed, or retained by VENDOR or any party related to VENDOR for subsequent use in any transaction that does not include the State of Delaware.

22.16 Upon completion of this agreement, if requested, all data will be returned in an agreed upon format that is predetermined at Agreement signing.

22.17 If the procured product is part of an acquisition or sold off, at the request of DDOE, the Agreement will be considered null and void.

23. Miscellaneous Provisions.

23.1 In performance of this Agreement, VENDOR shall comply with all DDOE policies, applicable federal, state and local laws, ordinances, codes and regulations. VENDOR shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

23.2 Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

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23.3 The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

23.4 VENDOR covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. VENDOR further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

23.5 VENDOR acknowledges that DDOE has an obligation to ensure that public funds are not used to subsidize private discrimination. VENDOR recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, DDOE may declare VENDOR in breach of the Agreement, terminate the Agreement, and designate VENDOR as non-responsible.

23.6 VENDOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, DDOE shall have the right to annul this Agreement without liability or at its discretion deduct from the Agreement price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

23.7 This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

23.8 VENDOR shall maintain all public records, as defined by 29 *Del. C.* § 502(7), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of DDOE may inspect or audit VENDOR's performance and records pertaining to this Agreement.

23.9 The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

24. Insurance.

24.1 VENDOR shall, at its own expense, carry insurance with the minimum coverage limits as follows during the term of this Agreement:

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- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, **and**
- b. Commercial General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence, **and**
- c. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence, or
- d. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence, or
- e. Product Liability - \$1,000,000 per occurrence/ \$3,000,000 general aggregate.

VENDOR must carry (a) and (b) and at least one of (c), (d), or (e), depending on the type of service or product being delivered.

If the contractual service requires the transportation of DDOE clients or staff, VENDOR shall, in addition to the above coverage, secure at its own expense the following minimum coverage during the term of this Agreement:

- f. Automotive Liability (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
- g. Automotive Property Damage (to others) \$25,000

Notwithstanding the information contained above, VENDOR shall indemnify and hold harmless the State of Delaware and DDOE from contingent liability to others for damages because of bodily injury, including death, that may result from VENDOR's negligent performance under this Agreement, and any other liability for damages for which VENDOR is required to indemnify the State and DDOE under any provision of this Agreement.

24.2 Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

24.3 Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the Agreement number stated herein, shall be filed with the State. The certificate holder is as follows:

Delaware Department of Education
401 Federal Street, Suite 2
Dover, DE 19901

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24.4 In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

25. Assignment of Antitrust Claims.

As consideration for the award and execution of this Agreement by the State, VENDOR hereby grants, conveys, sells, assigns, and transfers to DDOE all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State pursuant to this Agreement. Upon either DDOE's or the VENDOR notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, DDOE and VENDOR shall meet and confer about coordination of representation in such action.

26. Surviving Clauses

All indemnification obligations imposed and all licenses and assignments of rights granted under this Agreement shall survive termination

27. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. VENDOR consents to jurisdiction venue in the State of Delaware.

28. Notices.

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

CONTRACTOR VENDOR
:

DDOE: Charles A. Longfellow
Associate Secretary, Operations Support
Delaware Department of Education
John G. Townsend Building
401 Federal Street, Suite 2
Dover, DE 19901
Phone No. (302) 735-4040
Fax No. (302) 739-7768

DOE Certificated Staff coordinating activity:

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Department of Education

Next Page for Signatures.

STATE OF DELAWARE
Department of Education

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

VENDOR

Delaware Department of Education

(Official of VENDOR)
Project Manager

Associate Secretary, Date
Operations Support (or Designee)

Date

Finance Director
Initials

(Official of VENDOR)
Principal Investigator

Team Associate Secretary Date

Date

Date Work Group Director
Initials

Appendix A: MINIMUM MANDATORY SUBMISSION REQUIREMENTS

1. Minimum Mandatory Submission Requirements

Each vendor solicitation response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.
3. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). "ORIGINAL", MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK. All other copies may have reproduced or copied signatures – Form must be included.
4. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
5. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential - Form must be included.
6. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
7. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor - only provide if applicable.

The items listed above provide the basis for evaluating each vendor's proposal. Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration. If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Vendors shall provide proposal packages in the following formats:

1. **6** paper copies of the vendor proposal paperwork. One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures. Each paper copy must include all required documents including a price proposal.
2. **2** electronic copies of the vendor proposal saved to separate USB memory sticks. Copy of electronic price file shall be a separate file from all other files on the electronic copy.

APPENDIX B: SCOPE OF WORK

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Introduction

Purpose

The purpose of this request for proposals (RFP) is to identify partner organizations who have the expertise and ability to provide professional learning (PL) and coaching to educators across Delaware that is focused on helping every level of the system—including but not limited to school system leaders, school leaders, and classroom teachers—ensure the highest quality instruction in every classroom, every day. In particular, the Delaware Department of Education (DDOE) is seeking proposals from partner organizations who specialize in helping educators adopt and successfully implement high-quality instructional materials (HQIM).

RFP Parts & Components

This RFP contains the following parts and components:

Part 1: Professional Learning on the Science of Reading

Part 2: Facilitation of ELA & Mathematics Content Leader Modules

Part 3: Instructional Materials Aligned Support for Delaware Local Education Agencies (LEAs)

 Component A: Support to Adopt HQIM Aligned to a Strong Instructional Vision

 Component B: Systems-Level Support to Launch HQIM

 Component C: Initial PL for Teachers and Leaders

 Component D: Ongoing PL for Teachers and Leaders

Proposers may submit proposals for any number and any combination of the parts and components outlined in this RFP. Each part and component will be scored individually. One or more vendors may be awarded to address individual parts/components. A vendor may be awarded more than one part/component.

Background & Context

Delaware's vision is that every learner in each of the state's 19 districts and 26 charter schools leaves school ready for success in college, career, and life. In order to achieve this vision, teachers must provide *all* students with high-quality instruction every day.

Delaware has long focused on closing educator equity gaps because we, as a state, believe that we will only close the achievement gap for our highest need students if all students have equitable access to the most capable and well-prepared educators. In 2012, Delaware's Professional Standards Board adopted statewide professional learning standards that are grounded in [Learning Forward's standards](https://www.doe.k12.de.us/Page/3033) (<https://www.doe.k12.de.us/Page/3033>). The Delaware Standards for Professional Learning describe the context, processes, and content for effective, high-quality professional learning, and set clear

expectations at the state, district, and school level. However, the most recent TELL Delaware survey revealed that while 93% of teachers are being held to high professional standards for delivering instruction, just 50% of teachers report receiving professional development that is differentiated to meet their individual needs and only 47% report that professional development is evaluated with results communicated to teachers.

Globally, professional learning is defined as a comprehensive, sustained, and intensive approach to improving educators' effectiveness in raising student achievement. Professional learning that is directly aligned to standards and curriculum leads to improvement in:

- educator practice;
- student achievement, and
- school outcomes.

For the professional learning to live up to its potential in Delaware, it needs to build on the curricular materials teachers use in their classroom.

In addition, increasing student achievement in reading and closing literacy achievement gaps among student groups by third grade has been identified as a critical area of need for the state. Our Delaware Literacy Plan (Appendix C), released in June 2019, establishes a framework to address these challenges. The following two strategic intents from the plan are considered to be necessary drivers to meet the goal in literacy:

- Align Core Instruction to the Standards
- Implement Curriculum Using High Quality Instructional Materials.

One expected outcome of this intentional focus is increased educator professional learning opportunities and literacy knowledge. The plan defines this knowledge as essential practices in literacy and the science of reading as reflected in the research summary findings of the 2000 report from the National Reading Panel.

Universal Required Qualifications

All Proposers, regardless of the parts and components of this RFP for which they choose to submit a proposal, must meet the following qualifications:

- Experience (prior to the deadline for proposal submittal) successfully supporting three (3) or more SEAs and/or LEAs with projects similar in size, scope, technical requirements, and function to the proposed contract.
- Content expertise and pedagogical content knowledge in one or more content areas:
 - kindergarten through grade 12 English language arts (ELA)
 - pre-kindergarten through grade 4 literacy

- kindergarten through grade 12 mathematics
- Expertise in principles of adult learning and experience facilitating learning for adults
- Strong alignment to the definition of HQIM as described by [EdReports \(https://edreports.org/\)](https://edreports.org/) and/or Strong alignment to the expectations for college-and career-readiness standards of Foundational Skills in ELA as described by EdReports (<https://www.edreports.org/reports/?s=ela-foundational-skills>)
- Ability to work with or train educators in supporting a variety of learners, e.g. above grade level, below grade level, special education, English learners (EL)
- Familiarity with the [Delaware PL standards \(https://www.doe.k12.de.us/Page/3033\)](https://www.doe.k12.de.us/Page/3033)

Universal Submission Requirements

All Proposers, regardless of the parts and components of this RFP for which they choose to submit a proposal, must respond to the following prompts (limit 1200 words):

- What role does your organization believe HQIM and/or ELA Foundational Skills play in supporting effective instruction?
- How does your organization define and identify HQIM and/or ELA Foundational Skills for the content area(s) for which you are proposing to provide professional learning?
- What is your organization's theory of action related to ensuring meaningful learning for all students in each of your client's classrooms?
- Provide an example of how you have helped a client build coherence within their system as it relates to HQIM and/or ELA Foundational Skills.

Scoring

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

| Criteria | Max Score |
|--------------------------------------|------------|
| 1. Company Background and Experience | 25 |
| 2. Approach and Methodology | 45 |
| 3. Proposed Staff Qualifications | 20 |
| 4. Cost | 10 |
| Total Score | 100 |

Each of the following sections will provide a specific rubric the Evaluation Team will use to evaluate each part and component.

Part 1: Professional Learning on the Science of Reading

Purpose & Background

Students spend their earliest years learning to read. They need strong literacy skills to absorb information in math and science, social studies, the arts, and every other subject. Having a strong literacy foundation is crucial for Delaware children's success in school and life. That is why improving third-grade literacy has been a key education initiative of Governor John Carney since before he took office. Recognizing how critical literacy skills are for our young learners, he has directed focus and resources to this work.

The [Delaware Literacy Plan](#) (Appendix C) establishes a framework to address the state's literacy challenges. Literacy success requires a combination of high-quality early learning experiences, rigorous elementary and secondary instruction and strong community support. Through the plan, our commitment is to:

- Provide guidance and support to districts and schools
- Increase professional learning opportunities
- Develop tools to support educators in eliminating achievement gaps and increasing learning across the curriculum for all students in Delaware
- Increase collaboration among stakeholders
- Engage families in supporting literacy

DDOE seeks to obtain competitive proposals from qualified Proposers who are interested in providing Delaware educators with professional learning on the science of reading that aligns to the following key activities from the [Delaware Literacy Plan](#) (Appendix C):

- **T1.1: Increase teacher expertise in providing standards-aligned core literacy instruction**
 - Strategy T1.1A: Teachers engage in competency based professional learning topics focused on the essential components of reading, writing, Universal Design for Learning Principles, and Multi-tiered System of Support
 - Strategy T1.1B: Teachers participate in professional learning opportunities focused on the [Learning Progressions \(https://www.doe.k12.de.us/Page/2425\)](https://www.doe.k12.de.us/Page/2425) and implementing high-yield instructional strategies to ensure access to standards-aligned instruction for all students
 - Strategy T1.1C: Teachers participate in professional learning focused on equity and culturally responsive instruction
 - Strategy T1.1D: Teachers participate in professional learning focused on targeted support for students with disabilities
- **L1.1: Leaders support implementation of standards-aligned core literacy instruction**
 - Strategy L1.1A: Leaders provide access to and participate in competency based professional learning topics focused on the essential components of reading, writing, Universal Design for Learning Principles, and Multi-tiered System of Support

- Strategy L1.1B: Leaders provide access to and participate in professional learning opportunities focused on the [Learning Progressions \(https://www.doe.k12.de.us/Page/2425\)](https://www.doe.k12.de.us/Page/2425)
- and implementing high-yield instructional strategies to ensure access to standards aligned instruction for all students
- Strategy L1.1C: Leaders provide access to and participate in professional learning focused on equity and culturally responsive instruction
- Strategy L1.1D: Leaders provide access to and participate in professional learning focused on targeted support for students with disabilities
- **P1.1: Partners support implementation of standards-aligned core literacy instruction**
 - Strategy P1.1A: Partners review and update Delaware Learning Progressions with district/school specialists
 - Strategy P1.1B: Partners develop and extend professional learning opportunities focused on the [Learning Progressions \(https://www.doe.k12.de.us/Page/2425\)](https://www.doe.k12.de.us/Page/2425) and implementing high-yield instructional strategies, including culturally responsive instruction and targeted support for students with disabilities
 - Partner with Institutes of Higher Education (IHEs)
 - Partner with experts in the field
 - Strategy P1.1C: Partners facilitate a statewide convening on best practices in literacy instruction

DDOE may award one or more proposals for Part 1.

Scope of work

Contractor(s) shall design and facilitate a series of professional learning opportunities for PK–4 teachers, reading specialists, reading interventionists, and school and district leaders that results in participating educators’ ability to implement or support the implementation of best practices related to the science of reading.

The PL may include the following topics, knowledge, and skills:

Knowledge of the Delaware [ELA Learning Progressions \(https://www.doe.k12.de.us/Page/2425\)](https://www.doe.k12.de.us/Page/2425).

- Topics
 - Print awareness/concepts of print
 - Phonological awareness
 - Decoding and word recognition
 - Word-reading strategies
 - Comprehension monitoring
 - Reading fluency
 - Vocabulary knowledge
 - Vocabulary strategies
 - Morphological analysis
 - Science and social studies knowledge
 - Syntactic awareness
 - Text structure analysis
 - Executive skills (e.g. inhibitory control)
 - Genre knowledge
 - Comprehension strategies
 - Scanning and skimming

- Text navigation and search
- Facilitative reading attitudes
- Reading stamina
- Summarize the findings of well-established scientific findings about reading, such as¹:
 - Children, including those who are below grade level, benefit from daily exposure to grade-level texts
 - There is no strong body of research that supports the efficacy of leveled readers
 - Children who are learning to read an alphabetic language such as English appear to pass through a series of common developmental stages.
 - In the earliest stages of learning to read, children's sensitivity to the sounds in spoken words (i.e., phonological awareness) greatly facilitates their developing word-analysis skills; children who lack this awareness have trouble learning to read.
 - Accurate and fluent word analysis is essential to good reading comprehension, especially as children grow older and encounter increasingly difficult texts.
 - Most beginning readers benefit from explicit instruction in word analysis (i.e., phonics instruction), and for youngsters who are vulnerable to reading difficulties, this instruction appears to be particularly important.
 - In order to become skilled readers, children need much more than just word-analysis instruction—among other things, they need good comprehension instruction and extensive experience reading a variety of texts, such as books, magazines, and newspapers.
 - Instructional approaches that attempt to "match" initial reading instruction to certain characteristics of the reader, notably modality preference, are generally ineffective.
 - Children who experience serious difficulties in learning to read, including those classified as having reading disabilities or dyslexia, typically have difficulties in the areas of phonological processing and word analysis.
- Describe research's practical implications for all children, including those who read below grade level, such as²:
 - Expose students to grade-level text (rather than leveled readers)
 - Teach explicit phonics
 - Build knowledge
 - Practice fluency
 - Study vocabulary
- Apply learnings to their role, such as:
 - Select and adopt HQIM for literacy that reflect the science of reading
 - Provide initial, ongoing , and job-embedded professional learning to teachers and leaders that builds teachers' ability to effectively use their HQIM

Professional learning should:

¹ Spear-Swerling, L. & Sternberg, R.J. (2001). What Science Offers Teachers of Reading. Learning Disabilities Research & Practice, 16, 51-57. Retrieved from: <https://www.readingrockets.org/article/what-science-offers-teachers-reading>

² <https://shanahanonliteracy.com/>

- Foster a culture that is supportive of adult learning and improvement.
- Be “job-connected.” Professional learning should deliberately and explicitly model the rigorous, engaging, and relevant learning activities in which students are expected to engage. Participating educators should have the opportunity to practice using the materials provided and the strategies and skills they’ve learned. Participants should have the opportunity to collaborate with peers, share best practices, and troubleshoot challenges together. Where applicable, PL should deliberately connect to statewide goal-setting approaches, assessment systems, and teacher evaluation practices.
- Focus on building local capacity and supporting sustainable change beyond the end of the contract term, including addressing coherence of school and district policies and practices (e.g. ensuring grading, lesson planning, scheduling practices support the use of HQIM).

Contractor must collect and share data on the extent to which participants met the stated objectives as well as data about participant satisfaction. Contractor must use that data to reflect and continuously improve.

The PL must adhere to the following logistics considerations:

| | |
|----------------------|--|
| PL format | <ul style="list-style-type: none"> ● In-person ● Virtual ● Online |
| Audience type | <ul style="list-style-type: none"> ● PK–4 teachers, reading specialists, reading interventionists, and school and district leaders |
| Audience size | <ul style="list-style-type: none"> ● 25–50 educators per cohort |
| Timeline | <ul style="list-style-type: none"> ● Estimated 12-18 months per cohort |
| Location | <ul style="list-style-type: none"> ● DDOE will secure and cover the cost of the location for each training |
| Food | <ul style="list-style-type: none"> ● Participants will cover the cost of their lunch ● Contractor must include one hour of unprogrammed time for in-person participants to get lunch |
| Travel | <ul style="list-style-type: none"> ● Contractor must include travel costs for presenters and any other relevant staff in their cost proposal. ● Contractor is not responsible for organizing logistics for or covering the cost of participant travel. |
| Materials | <ul style="list-style-type: none"> ● Contractor is responsible for developing and providing printed and/or electronic copies of all materials necessary for the PL including but not limited to participant pre-work, slide decks, facilitator notes, handouts, |

| | |
|----------------------------------|---|
| | <p>graphic organizers, evaluation tools, sign-in sheets, nametags, table tents, signage, etc.</p> <ul style="list-style-type: none"> Contractor is responsible for providing any office supplies required for the PL (e.g. chart paper). |
| Communications | <ul style="list-style-type: none"> DDOE will provide a project manager and support staff to manage communications with participants Contractor must be responsible for drafting communications to participants for DDOE that support meeting the objectives of the session (e.g. pre-work) |
| Licensing and publication | <ul style="list-style-type: none"> Content shall be licensed with the Creative Commons Attribution 4.0 International license required (CC-BY) (https://creativecommons.org/licenses/by/4.0/) Content may be published on DDOE's LMS (Schoology) |
| Evaluation and feedback | <ul style="list-style-type: none"> Contractor is responsible for collecting and incorporating feedback from participants including but not limited to administering a survey after each training. Contractor must share raw survey data as well as an executive summary of trends and proposed next steps with DDOE within two weeks of completing each training. |

Submission requirements

Proposers who are interested in bidding on this component must submit the following:

- Briefly describe your organization's prior experience leading PL in similar size, scope, technical requirements, and function to the proposed contract. (limit 300 words)
- To what extent has this PL been successful? How do you know? (limit 200 words)
- Submit a small sample of PL materials focused on building educators' understanding of and ability to apply research-based practices in literacy; may include sample presentations, handouts, course syllabus.
- Submit a proposed scope and sequence for the PL that would result from a contract for this work.
- How will your organization measure the extent to which the PL met the intended objectives? (limit 200 words)
- Three professional references of clients (from three different organizations) for whom your organization has provided this type of support.
 - Name
 - Organization
 - Title

- Email address
- Phone number
- Describe your organization's process for selecting, training, evaluating, and coaching staff members who provide this training. (limit 500 words)
- Submit resumes/CVs of individuals who would be responsible for facilitating the PL and for providing logistical support.

Rubric for Part 1: Professional Learning on the Science of Reading

| Category | Criteria | Evidence | Strengths | Weaknesses |
|---|--|---|-----------|------------|
| Company Background and Experience (Max Score: 25) | Proposer demonstrates successful prior experience supporting three (3) or more SEAs and/or LEAs with projects similar in size, scope, technical requirements, and function to the proposed contract. | Briefly describe your organization's prior experience leading PL in similar size, scope, technical requirements, and function to the proposed contract. | | |
| | | To what extent has [your prior] PL been successful? How do you know? | | |
| | | Provide three professional references of clients (from three different organizations) for whom your organization has provided this type of support. | | |
| Approach and Methodology (Max Score: 45) | Proposer demonstrates strong alignment to DDOE's beliefs and approach related to the role of high-quality instructional materials (HQIM) and the types of support that educators need to successfully implement HQIM. | What role does your organization believe HQIM play in supporting effective instruction? | | |
| | | How does your organization define and identify HQIM for the content area(s) for which you are proposing to provide professional learning? | | |
| | | What is your organization's theory of action related to ensuring meaningful learning for all students in each of your client's classrooms? | | |
| | | Provide an example of how you have helped a client build coherence within their system as it relates to HQIM. | | |

| | | | | |
|---|--|--|--|--|
| | Proposer demonstrates the ability to design and facilitate a series of professional learning opportunities that results in participating educators' being able to implement or support the implementation of best practices related to the science of reading. | Submit a small sample of PL materials focused on building educators' understanding of and ability to apply research-based practices in literacy; may include sample presentations, handouts, course syllabus | | |
| | | Submit a proposed scope and sequence for the PL that would result from a contract for this work. | | |
| | | How will your organization measure the extent to which the PL met the intended objectives? | | |
| Proposed Staff Qualifications (Max Score: 20) | <p>Proposer demonstrates that they have sufficient qualified personnel to work closely with the DDOE to manage the contract.</p> <p>The program management staff has credentials in management with experience in managing similar sized professional learning programs.</p> <p>The content development staff has credentials in the content area(s) for which they will be developing professional learning sessions and/or has teaching experience in the content area(s), plus experience in developing and leading professional learning for teachers and/or leaders.</p> | <p>Describe your organization's process for selecting, training, evaluating, and coaching staff members who provide this training.</p> <p>Submit resumes/CVs of individuals who would be responsible for facilitating the PL and for providing logistical support.</p> | | |
| Cost (Max Score: 10) | | | | |

Part 2: Facilitation of ELA & Mathematics Content Leader Modules

Purpose & Background

DDOE seeks to obtain competitive proposals from qualified Proposers who are interested in facilitating pre-designed ELA and/or math Content Leader modules to cohorts of Delaware educators. DDOE may award one or more proposals for Part 2.

The ELA and math Content Leader trainings are designed to:

1. Grow local leadership pipelines for school systems by developing skilled teacher leader within the system, and
2. Equip cadres of talented educators with the knowledge and skills to coach and support other teachers within their schools and districts.

Each participating educator will be trained as a math *or* ELA Content Leader; in other words, each participating educator cannot be trained as a math and ELA Content Leader during the same cohort.

Scope of work

Contractor shall facilitate nine (9) days of PL for ELA educators using the pre-designed ELA Content Leader modules and/or nine (9) days of training for math educators using the pre-designed math Content Leader modules.

The following table outlines the scope and sequence of the pre-designed ELA and math Content Leader modules that the contractor shall facilitate.

| Session | ELA | Math |
|------------|--|--|
| | Sessions focus on: 1) studying content and curricula and engaging in cycles of inquiry; 2) creating action plans adapted to local context | Sessions focus on: 1) studying content and curricula and engaging in cycles of inquiry; 2) creating action plans adapted to local context |
| Session 1: | Introduction Part 1: ELA instructional shifts, research-based elements of effective professional learning, responding to local contexts | Introduction Part 1: Mathematical identity, growth mindset, equitable classroom planning and vision setting for the semester |
| Session 2: | Introduction Part 2: ELA instructional shifts, research-based elements of effective professional learning, responding to local contexts | Introduction Part 2: Math instructional shifts, research-based elements of effective professional learning, responding to local contexts and action planning for the semester |
| Session 3: | Launch Cycle of Inquiry | Launch Cycle of Inquiry |

| | | |
|-------------------------|--|---|
| | Expressing Understanding of Text Through Speaking and Listening: How do speaking and listening activities support students in understanding texts? | Student Thinking: What are the benefits of asking students to share their thinking? What strategies can we use to elicit student thinking in your classroom? How can we create classrooms full of rich and meaningful math discourse? |
| <i>Between sessions</i> | <i>Implement lesson and collect evidence of student work</i> | |
| Session 4: | Close Cycle of Inquiry Expressing Understanding of Text Through Speaking and Listening: How do speaking and listening activities support students in understanding texts? | Close Cycle of Inquiry Student Thinking: What are the benefits of asking students to share their thinking? What strategies can we use to elicit student thinking in your classroom? How can we create classrooms full of rich and meaningful math discourse? |
| Session 5: | Facilitating Effective Professional Learning/ Instructional Leader Training <ul style="list-style-type: none"> • Application of content to specific local context and needs • Planning and preparing for observations | Facilitating Effective Professional Learning/Instructional Leader Training Instructional Leadership & Core Action 3c: In this module, participants will build an understanding of Core Action 3, with a particular focus on Part C (“The teacher poses questions and problems that prompt students to explain their thinking about the content of the lesson”). They will also reflect on and clarify their roles as instructional leaders at their schools. Lastly, participants will begin planning for upcoming observations. |
| Session 6: | Launch Cycle of Inquiry Expressing Understanding of Text through Writing: How does high-quality curriculum support students in expressing understanding through writing? | Launch Cycle of Inquiry Making Math Visible: What are the benefits of making math visible through the concrete-visual-abstract progression? What strategies can you use to make math visible in your classroom? |
| <i>Between sessions</i> | <i>Implement lesson and collect evidence of student work</i> | |
| Session 7: | Close Cycle of Inquiry Expressing Understanding of Text through Writing: How does high-quality curriculum support students in expressing understanding through writing? | Close Cycle of Inquiry Making Math Visible: What are the benefits of making math visible through the concrete-visual-abstract progression? What strategies can you use to make math visible in your classroom? |

| | | |
|-------------------------|--|--|
| Session 8: | Launch Cycle of Inquiry Reading Complex Grade-Level Texts: How does close reading support students in reading & understanding complex text? | Launch Cycle of Inquiry Student-to-student Conversation: What are the benefits of student-to-student conversations? How can you implement student-to-student conversations effectively in your classroom? |
| <i>Between sessions</i> | <i>Implement lesson and collect evidence of student work</i> | |
| Session 9: | Close Cycle of Inquiry Reading Complex Grade-Level Texts: How does close reading support students in reading & understanding complex text? | Close Cycle of Inquiry Student-to-student Conversation Cycle of Inquiry: What are the benefits of student-to-student conversations? How can you implement student-to-student conversations effectively in your classroom? |

Contractor must collect and share data on the extent to which participants met the stated objectives as well as data about participant satisfaction. Contractor must use that data to reflect and continuously improve.

The PL must adhere to the following logistics considerations:

| | |
|----------------------|--|
| PL format | <ul style="list-style-type: none"> ● In-person |
| Audience type | <ul style="list-style-type: none"> ● Cohort 1 will consist of district and school-based coaches and content specialists who are regular attendees of DDOE's Cadre meetings. ● Future cohorts will be open to teachers and administrators interested in earning a content leader endorsement. |
| Audience size | <ul style="list-style-type: none"> ● Cohort 1 consists of approximately 30 math participants and 30 ELA participants. ● The size of future cohorts has not yet been determined; however, each cohort is unlikely to exceed 70 participants for each subject area. |
| Timeline | <ul style="list-style-type: none"> ● PL for Cohort 1 will take place over nine days ● Math and ELA Content Leader PL may take place on the same day ● Training dates for future cohorts will be determined in contract negotiations. |
| Location | <ul style="list-style-type: none"> ● Math and ELA Content Leader PL may take place at the same location on the same day. ● Contractor is not responsible for securing or covering the cost of the training location. |

| | |
|--------------------------------|---|
| Food | <ul style="list-style-type: none"> • Participants will cover the cost of their lunch • Contractor must include one hour of unprogrammed time for participants to get lunch |
| Travel | <ul style="list-style-type: none"> • Contractor must include travel costs for presenters and any other relevant staff in their cost proposal. • Contractor is not responsible for organizing logistics for or covering the cost of participant travel. |
| Materials | <ul style="list-style-type: none"> • Contractor is responsible for providing printed and/or electronic copies of all materials necessary for the PL including but not limited to participant pre-work, slide decks, facilitator notes, handouts, graphic organizers, evaluation tools, sign-in sheets, nametags, table tents, signage, etc. • Contractor is responsible for providing any office supplies required for the PL (e.g. chart paper). |
| Communications | <ul style="list-style-type: none"> • DDOE will provide a project manager and support staff to manage communications with participants • Contractor must be responsible for drafting communications to participants for DDOE that support meeting the objectives of the session (e.g. prework) |
| Evaluation and feedback | <ul style="list-style-type: none"> • Contractor is responsible for collecting and incorporating feedback from participants including but not limited to administering a survey after each training. • Contractor must share raw survey data as well as an executive summary of trends and proposed next steps with DDOE within two weeks of completing each training. |

Submission requirements

Proposers who are interested in bidding on this component must submit the following:

- Briefly describe your organization's prior experience leading PL in similar size, scope, technical requirements, and function to the proposed contract. (limit 300 words)
- To what extent has this PL been successful? How do you know? (limit 200 words)
- How will your organization measure the extent to which the PL met the intended objectives? (limit 200 words)
- Three professional references of clients (from three different organizations) for whom your organization has provided this type of support.
 - Name
 - Organization

- Title
 - Email address
 - Phone number
- Describe your organization's process for selecting, training, evaluating, and coaching staff members who provide this training. (limit 500 words)
- Submit resumes/CVs of individuals who would be responsible for facilitating the PL and for providing logistical support.

Rubric for Part 2: Facilitation of ELA & Mathematics Content Leader Modules

| Category | Criteria | Evidence | Strengths | Weaknesses |
|---|--|---|-----------|------------|
| Company Background and Experience (Max Score: 25) | Proposer demonstrates successful prior experience supporting three (3) or more SEAs and/or LEAs with projects similar in size, scope, technical requirements, and function to the proposed contract. | Briefly describe your organization's prior experience leading PL in similar size, scope, technical requirements, and function to the proposed contract. | | |
| | | To what extent has [your prior] PL been successful? How do you know? | | |
| | | Provide three professional references of clients (from three different organizations) for whom your organization has provided this type of support. | | |
| Approach and Methodology (Max Score: 45) | Proposer demonstrates strong alignment to DDOE's beliefs and approach related to the role of high-quality instructional materials (HQIM) and the types of support that educators need to successfully implement HQIM. | What role does your organization believe HQIM play in supporting effective instruction? | | |
| | | How does your organization define and identify HQIM for the content area(s) for which you are proposing to provide professional learning? | | |
| | | What is your organization's theory of action related to ensuring meaningful learning for all | | |

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| | | students in each of your client's classrooms? | | |
| | | Provide an example of how you have helped a client build coherence within their system as it relates to HQIM. | | |
| | Proposer demonstrates the ability to design and facilitate a series of professional learning opportunities that results in participating educators' being able to implement or support the implementation of best practices related to the science of reading. | How will your organization measure the extent to which the PL met the intended objectives? | | |
| Proposed Staff Qualifications (Max Score: 20) | <p>Proposer demonstrates that they have sufficient qualified personnel to work closely with the DDOE to manage the contract.</p> <p>The program management staff has credentials in management with experience in managing similar sized professional learning programs.</p> <p>The content development staff has credentials in the content area(s) for which they will be developing professional learning sessions and/or has teaching experience in the content area(s), plus experience in developing and leading professional learning for teachers and/or leaders.</p> | <p>Describe your organization's process for selecting, training, evaluating, and coaching staff members who provide this training.</p> <p>Submit resumes/CVs of individuals who would be responsible for facilitating the PL and for providing logistical support.</p> | | |
| Cost (Max Score: 10) | | | | |

Part 3: Support for Delaware LEAs

Purpose & Background

For students to achieve short- and long-term success, they need and deserve access to the following resources each and every day³:

1. Consistent opportunities to work on **grade-appropriate assignments**
2. **Strong instruction** that deeply engages students and empowers them to do most of the thinking and analysis
3. **Teachers who hold high expectations** for them and deeply believe that they can meet grade-level expectations

Research has shown that HQIM serve as an important foundation for teachers and are essential in improving the strength of the instruction that takes place in classrooms every day.⁴ Therefore, school and district leaders should prioritize ensuring that teachers in all core content areas have access to HQIM that best fits their local needs.

But access to HQIM alone is not enough. Teachers also need initial and ongoing training, professional learning, and coaching that helps them use those materials effectively to meet the needs of all learners; leaders need analogous training and professional learning on how best to support their teachers.⁵

DDOE seeks to obtain competitive proposals from qualified Proposers who are interested in providing teachers and leaders in individual schools, individual districts, groups of schools, and/or groups of districts with the PL and support needed to adopt and implement HQIM.

Part 3 is divided into four components:

Component A: Support to Adopt HQIM Aligned to a Strong Instructional Vision

Component B: Systems-Level Support to Launch HQIM

Component C: Initial PL for Teachers and Leaders

Component D: Ongoing PL for Teachers and Leaders

Proposers may submit proposals for any number and combination of components. DDOE will award the opportunity to contract to any proposers who meet the criteria, which may result in multiple proposers being awarded contracts for each component. Awarded contractors will be included in the forthcoming

³ TNTP (2018). The opportunity myth. New York, NY: Author. Retrieved from https://tntp.org/assets/documents/TNTP_The-Opportunity-Myth_Web.pdf

⁴ Steiner, David. (2017, March) Curriculum Research: What We Know and Where We Need to Go. StandardsWork. Retrieved from <http://standardswork.org/wp-content/uploads/2017/03/sw-curriculum-research-report-fnl.pdf>

⁵ Kane, T.J., & Steiner, D. (2019, April) Don't Give Up on Curriculum Reform Just Yet. Education Week. Retrieved from <https://www.edweek.org/ew/articles/2019/04/02/dont-give-up-on-curriculum-reform-just.html>

DDOE ELA & Mathematics HQPL Vendor Resource Guide that districts, schools, and DDOE will use to identify and contract with providers of HQIM-aligned professional learning.

Component A: Support to Adopt HQIM Aligned to a Strong Instructional Vision

Component A: Scope of Work

Contractor(s) shall provide professional learning to educators that equips them with the foundational, content-specific knowledge and skill necessary to select materials that support a clear and common vision of great instruction for the content area, with stakeholder participation in the process.

Professional learning should:

- Build educators' content-specific instructional vision including foundational knowledge of:
 - [Delaware English Language Arts/Literacy Standards](http://www.corestandards.org/ELA-Literacy/) (<http://www.corestandards.org/ELA-Literacy/>)
 - [Common Core Standards for Math](https://www.doe.k12.de.us/Page/2504) (<https://www.doe.k12.de.us/Page/2504>)
 - [Science of Reading](https://www.readingrockets.org/article/what-science-offers-teachers-reading) (<https://www.readingrockets.org/article/what-science-offers-teachers-reading>)
 - [Shifts](https://achievethecore.org/category/419/the-shifts) (<https://achievethecore.org/category/419/the-shifts>) required by the standards
- Build educators' understanding of the role HQIM play in supporting strong instruction and the content-specific criteria that define "high-quality" curricula.
- Help leaders create/modify and execute a plan that results in the selection and adoption of HQIM and results in stakeholder investment.
- Foster a culture that is supportive of adult learning and improvement.
- Be "job-connected." Participating educators should have the opportunity to practice the strategies and skills they've learned. Participants should have the opportunity to collaborate with peers, share best practices, and troubleshoot challenges together. Where applicable, PL should deliberately connect to statewide goal-setting approaches, assessment systems, and teacher evaluation practices.
- Focus on building local capacity and supporting sustainable change beyond the end of the contract term, including addressing coherence of school and district policies and practices (e.g. ensuring grading, lesson planning, scheduling practices support the use of HQIM).

Contractor must collect and share data on the extent to which participants met the stated objectives as well as data about participant satisfaction. Contractor must use that data to reflect and continuously improve.

Component A: Submission Requirements

Proposers who choose to submit proposals for Component A must submit the following:

- Briefly describe your organization’s prior experience leading PL in similar size, scope, technical requirements, and function to the proposed contract. (limit 300 words)
- To what extent has this PL been successful? How do you know? (limit 200 words)
- PL model description
 - *Approach* (limit 300 words)
 - Describe your organization’s approach to helping LEAs select materials that support a clear and common vision of great instruction for the content area, with stakeholder participation in the process.
 - *Staffing* (limit 500 words)
 - Describe your organization’s process for selecting, training, evaluating, and coaching staff members who provide this training.
 - *Effectiveness* (limit 200 words)
 - How will you measure the effectiveness of your services? How do you use that data?
 - *Capacity*
 - How many client-facing facilitators/trainers/coaches does your organization employ at the time of this proposal?
 - 1-5
 - 6-15
 - 16-30
 - 30-60
 - 60-100
 - 100+
 - *Sustainability* (limit 200 words)
 - Describe how your organization builds client capacity and puts measures in place to support the longevity of effective implementation beyond the term of the contract (e.g. ensuring grading, lesson planning, scheduling practices support the use of HQIM).
 - *Customization* (limit 200 words)
 - Describe to what extent and in what ways PL can be customized to meet LEAs’ specific needs.
 - *Convening a cohort of districts* (limit 200 words)
 - Describe your organization’s experience convening multiple districts for PL focused on helping them select materials that support a clear and common vision of great instruction for the content area.
 - Are you willing and able to convene multiple Delaware districts for this training? (yes, no, maybe)

- Three professional references of clients (from three different organizations) for whom your organization has provided this type of support.
 - Name
 - Organization
 - Title
 - Email address
 - Phone number
- Sample exemplar adoption plan
- A small sample of PL materials that focus on helping LEAs select high-quality instructional materials; may include sample presentations, handouts, course syllabus.
- DDOE ELA & Mathematics HQPL Vendor Resource Guide template
- Assurances

Rubric for Part 3, Component A: Support to Adopt HQIM Aligned to a Strong Instructional Vision

| Category | Criteria | Evidence | Strengths | Weaknesses |
|---|--|---|-----------|------------|
| Company Background and Experience (Max Score: 25) | Proposer demonstrates successful prior experience supporting three (3) or more SEAs and/or LEAs with projects similar in size, scope, technical requirements, and function to the proposed contract. | Briefly describe your organization's prior experience leading PL in similar size, scope, technical requirements, and function to the proposed contract. | | |
| | | To what extent has [your prior] PL been successful? How do you know? | | |
| | | Provide three professional references of clients (from three different organizations) for whom your organization has provided this type of support. | | |
| Approach and Methodology (Max Score: 45) | Proposer demonstrates strong alignment to DDOE's beliefs and approach related to the role of high-quality instructional materials (HQIM) and the types of support that educators need to successfully implement HQIM. | What role does your organization believe HQIM play in supporting effective instruction? | | |
| | | How does your organization define and identify HQIM for the content area(s) for which you are proposing to provide professional learning? | | |
| | | What is your organization's theory of action related to ensuring meaningful learning for all students in each of your client's classrooms? | | |
| | | Provide an example of how you have helped a client build coherence within their system as it relates to HQIM. Describe how your organization builds client capacity and puts measures in place to support the longevity of effective implementation beyond the | | |

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| | | term of the contract (e.g. ensuring grading, lesson planning, scheduling practices support the use of HQIM). | | |
| | Proposer demonstrates the ability to design and facilitate a series of professional learning opportunities that results in participating educators' being able to implement or support the implementation of best practices related to the science of reading. | Describe your organization's approach to helping LEAs select materials that support a clear and common vision of great instruction for the content area, with stakeholder participation in the process. | | |
| | | A small sample of PL materials that focus on helping LEAs select high-quality instructional materials; may include sample presentations, handouts, course syllabus. | | |
| | | Sample exemplar adoption plan | | |
| | | Describe to what extent and in what ways PL can be customized to meet LEAs' specific needs. | | |
| | | How will you measure the effectiveness of your services? How will you use that data? | | |
| | | Describe your organization's experience convening multiple districts for PL focused on helping them select materials that support a clear and common vision of great instruction for the content area. | | |
| | | Are you willing and able to convene multiple Delaware districts for this training? | | |
| | | DDOE ELA & Mathematics HQPL Vendor Resource Guide template | | |
| | | Assurances | | |

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|---|--|--|--|--|
| Proposed Staff Qualifications (Max Score: 20) | <p>Proposer demonstrates that they have sufficient qualified personnel to work closely with the DDOE to manage the contract.</p> <p>The program management staff has credentials in management with experience in managing similar sized professional learning programs.</p> <p>The content development staff has credentials in the content area(s) for which they will be developing professional learning sessions and/or has teaching experience in the content area(s), plus experience in developing and leading professional learning for teachers and/or leaders.</p> | <p>Describe your organization's process for selecting, training, evaluating, and coaching staff members who provide this training.</p> <p>How many client-facing facilitators/trainers/coaches does your organization employ at the time of this proposal?</p> | | |
| Cost (Max Score: 10) | | | | |

Component B: Systems-Level Support to Launch HQIM

Component B: Scope of Work

Contractor(s) shall provide professional learning to leaders that helps them develop a clear implementation plan that results in the effective use and support of HQIM.

Professional learning should:

- Equip leaders with the knowledge and skills necessary to develop and execute a clear implementation plan that results in the effective use, support, and evaluation of HQIM, including but not limited to:
 - Establishing an implementation team with clear goals and roles
 - Evaluating current lesson planning, assessment, and grading policies to determine places where adjustments need to be made to align to the approach of the HQIM
 - Modifying class schedules to support the implementation of HQIM
 - Building leaders' understanding of the continuum and types of PL and support that educators, including but not limited to teachers, need to successfully implement HQIM
- Foster a culture that is supportive of adult learning and improvement.
- Be “job-connected.” Participating educators should have the opportunity to practice using the materials provided and the strategies and skills they’ve learned. Participants should have the opportunity to collaborate with peers, share best practices, and troubleshoot challenges together. Where applicable, PL should deliberately connect to statewide goal-setting approaches, assessment systems, and teacher evaluation practices.
- Focus on building local capacity and supporting sustainable change beyond the end of the contract term, including addressing coherence of school and district policies and practices (e.g. ensuring grading, lesson planning, scheduling practices support the use of HQIM).

Contractor must collect data and share on the extent to which participants met the stated objectives as well as data about participant satisfaction. Contractor must use that data to reflect and continuously improve.

Component B: Submission Requirements

Proposers who choose to submit proposals for Component B must submit the following:

- Briefly describe your organization’s prior experience leading PL in similar size, scope, technical requirements, and function to the proposed contract. (limit 300 words)
- To what extent has this PL been successful? How do you know? (limit 200 words)
- PL model description
 - *Approach* (limit 300 words)
 - Describe your organization’s approach to helping SEAs/LEAs create and execute a plan to implement HQIM.

- *Staffing* (limit 500 words)
 - Describe your organization's process for selecting, training, evaluating, and coaching staff members who provide this training.
- *Effectiveness* (limit 200 words)
 - How will you measure the effectiveness of your services? How do you use that data?
- *Capacity*
 - How many client-facing facilitators/trainers/coaches does your organization employ at the time of this proposal?
 - 1-5
 - 6-15
 - 16-30
 - 30-60
 - 60-100
 - 100+
- *Sustainability* (limit 200 words)
 - Describe how your organization builds client capacity and puts measures in place to support the longevity of effective implementation beyond the term of the contract.
- *Customization* (limit 200 words)
 - Describe to what extent and in what ways PL can be customized to meet LEAs' specific needs.
- *Convening a cohort of districts* (limit 200 words)
 - Describe your organization's experience convening multiple districts for PL focused on helping districts develop a clear implementation plan that results in the effective use and support of HQIM
 - Are you willing and able to convene multiple Delaware districts for this training? (yes, no, maybe)
- Three professional references of clients (from three different organizations) for whom your organization has provided this type of support.
 - Name
 - Organization
 - Title
 - Email address
 - Phone number
- Sample exemplar launch plan
- A small sample of PL materials focused on helping LEAs develop a clear implementation plan that results in the effective use and support of HQIM; may include sample presentations, handouts, course syllabus.
- DDOE ELA & Mathematics HQPL Vendor Resource Guide template
- Assurances

Rubric for Part 3, Component B: Systems-Level Support to Launch HQIM

| Category | Criteria | Evidence | Strengths | Weaknesses |
|---|--|---|-----------|------------|
| Company Background and Experience (Max Score: 25) | Proposer demonstrates successful prior experience supporting three (3) or more SEAs and/or LEAs with projects similar in size, scope, technical requirements, and function to the proposed contract. | Briefly describe your organization's prior experience leading PL in similar size, scope, technical requirements, and function to the proposed contract. | | |
| | | To what extent has [your prior] PL been successful? How do you know? | | |
| | | Provide three professional references of clients (from three different organizations) for whom your organization has provided this type of support. | | |
| Approach and Methodology (Max Score: 45) | Proposer demonstrates strong alignment to DDOE's beliefs and approach related to the role of high-quality instructional materials (HQIM) and the types of support that educators need to successfully implement HQIM. | What role does your organization believe HQIM play in supporting effective instruction? | | |
| | | How does your organization define and identify HQIM for the content area(s) for which you are proposing to provide professional learning? | | |
| | | What is your organization's theory of action related to ensuring meaningful learning for all students in each of your client's classrooms? | | |
| | | Provide an example of how you have helped a client build coherence within their system as it relates to HQIM. | | |
| | | Describe how your organization builds client capacity and puts measures in place to support the longevity of effective implementation beyond the | | |

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| | | term of the contract (e.g. ensuring grading, lesson planning, scheduling practices support the use of HQIM). | | |
| | Proposer demonstrates the ability to design and facilitate a series of professional learning opportunities that results in participating educators' being able to implement or support the implementation of best practices related to the science of reading. | Describe your organization's approach to helping SEAs/LEAs create and execute a plan to implement HQIM. | | |
| | | A small sample of PL materials focused on helping LEAs develop a clear implementation plan that results in the effective use and support of HQIM; may include sample presentations, handouts, course syllabus. | | |
| | | Sample exemplar launch plan | | |
| | | Describe to what extent and in what ways PL can be customized to meet LEAs' specific needs. | | |
| | | How will you measure the effectiveness of your services? How will you use that data? | | |
| | | Describe your organization's experience convening multiple districts for PL focused on helping districts develop a clear implementation plan that results in the effective use and support of HQIM. | | |
| | | Are you willing and able to convene multiple Delaware districts for this training? | | |
| | | DDOE ELA & Mathematics HQPL Vendor Resource Guide template | | |
| | | Assurances | | |

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|---|--|--|--|--|
| Proposed Staff Qualifications (Max Score: 20) | <p>Proposer demonstrates that they have sufficient qualified personnel to work closely with the DDOE to manage the contract.</p> <p>The program management staff has credentials in management with experience in managing similar sized professional learning programs.</p> <p>The content development staff has credentials in the content area(s) for which they will be developing professional learning sessions and/or has teaching experience in the content area(s), plus experience in developing and leading professional learning for teachers and/or leaders.</p> | <p>Describe your organization's process for selecting, training, evaluating, and coaching staff members who provide this training.</p> <p>How many client-facing facilitators/trainers/coaches does your organization employ at the time of this proposal?</p> | | |
| Cost (Max Score: 10) | | | | |

Component C: Initial PL for Teachers and Leaders

Component C: Scope of Work

Contractor(s) shall provide initial/introductory professional learning for teachers and/or leaders that builds their familiarity with the structure, approach, and key components of the HQIM.

Professional learning should:

- Build teachers' and leaders' content-specific instructional vision including foundational knowledge of the [Delaware English Language Arts/Literacy Standards](http://www.corestandards.org/ELA-Literacy/) (<http://www.corestandards.org/ELA-Literacy/>) and/or the [Common Core Standards for Mathematics](https://www.doe.k12.de.us/Page/2504) (<https://www.doe.k12.de.us/Page/2504>), including the [shifts](https://achievethecore.org/category/419/the-shifts) (<https://achievethecore.org/category/419/the-shifts>) in practice demanded by the standards.
- Build teachers' and leaders' familiarity with the structure, approach, and key components of an instructional material that is rated "green" on [EdReports](https://edreports.org/) (<https://edreports.org/>) at the time of this proposal.
- Be as specific to the subject and grade level as possible. The professional learning should *not* require that educators do the arduous work of figuring out how to apply generic PL to their specific content area or grade level. Rather, the PL should already be content-and grade-level specific enough that it is easy for educators to apply the learnings to their own work.
- Focus on equity and culturally responsive instruction.
- Help teachers use their HQIM to best meet the needs of students who are above and below grade-level.
- Foster a culture that is supportive of adult learning and improvement.
- Be "job-connected." Professional learning should deliberately and explicitly model the rigorous, engaging, and relevant learning activities in which students are expected to engage. Participating educators should have the opportunity to practice using the materials provided and the strategies and skills they've learned. Participants should have the opportunity to collaborate with peers, share best practices, and troubleshoot challenges together. Where applicable, PL should deliberately connect to statewide goal-setting approaches, assessment systems, and teacher evaluation practices.
- Focus on building local capacity and supporting sustainable change beyond the end of the contract term, including addressing coherence of school and district policies and practices (e.g. ensuring grading, lesson planning, scheduling practices support the use of HQIM).

Contractor must collect and share data on the extent to which participants met the stated objectives as well as data about participant satisfaction. Contractor must use that data to reflect and continuously improve.

Component C: Submission Requirements

Proposers who choose to submit proposals for Component C must submit the following:

- Briefly describe your organization’s prior experience leading PL in similar size, scope, technical requirements, and function to the proposed contract. (limit 300 words)
- To what extent has this PL been successful? How do you know? (limit 200 words)
- PL model description
 - *Approach* (limit 500 words)
 - Describe your organization’s approach to providing initial PL for teachers and/or leaders on HQIM.
 - *Instructional material expertise*
 - In which instructional materials currently rated “green” on [EdReports](https://edreports.org/) (<https://edreports.org/>) does your organization have expertise?

| Publisher | Product Title | Content Area | Grade Level(s) |
|-----------|---------------|--------------|----------------|
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- *Staffing* (limit 500 words)
 - Describe your organization’s process for selecting, training, evaluating, and coaching staff members who provide this training.
- *Effectiveness* (limit 200 words)
 - How will you measure the effectiveness of your services? How do you use that data?
- *Capacity*
 - How many client-facing facilitators/trainers/coaches does your organization employ at the time of this proposal?
 - 1-5
 - 6-15
 - 16-30
 - 30-60
 - 60-100
 - 100+
- *Sustainability* (limit 200 words)
 - Describe how your organization builds client capacity and puts measures in place to support the longevity of effective implementation beyond the term of the contract.

- *Customization* (limit 200 words)
 - Describe to what extent and in what ways PL can be customized to meet LEAs' specific needs.
- *Convening a cohort of districts* (limit 200 words)
 - Describe your organization's experience convening teachers and leaders across multiple districts for initial/introductory professional learning that builds their familiarity with the structure, approach, and key components of the HQIM.
 - Are you willing and able to convene multiple Delaware districts for this training? (yes, no, maybe)
- Three professional references of clients (from three different organizations) for whom your organization has provided this type of support.
 - Name
 - Organization
 - Title
 - Email address
 - Phone number
- A small sample of PL materials focused on providing initial/introductory professional learning for teachers and/or leaders that builds their familiarity with the structure, approach, and key components of an instructional material that is rated "green" on [EdReports](https://edreports.org/) (<https://edreports.org/>) at the time of this proposal; may include sample presentations, handouts, course syllabus.
- DDOE ELA & Mathematics HQPL Vendor Resource Guide template
- Assurances

Rubric for Part 3, Component C: Initial PL for Teachers and Leaders

| Category | Criteria | Evidence | Strengths | Weaknesses |
|---|--|---|-----------|------------|
| Company Background and Experience (Max Score: 25) | Proposer demonstrates successful prior experience supporting three (3) or more SEAs and/or LEAs with projects similar in size, scope, technical requirements, and function to the proposed contract. | Briefly describe your organization's prior experience leading PL in similar size, scope, technical requirements, and function to the proposed contract. | | |
| | | To what extent has [your prior] PL been successful? How do you know? | | |
| | | Provide three professional references of clients (from three different organizations) for whom your organization has provided this type of support. | | |
| Approach and Methodology (Max Score: 45) | Proposer demonstrates strong alignment to DDOE's beliefs and approach related to the role of high-quality instructional materials (HQIM) and the types of support that educators need to successfully implement HQIM. | What role does your organization believe HQIM play in supporting effective instruction? | | |
| | | How does your organization define and identify HQIM for the content area(s) for which you are proposing to provide professional learning? | | |
| | | What is your organization's theory of action related to ensuring meaningful learning for all students in each of your client's classrooms? | | |
| | | Provide an example of how you have helped a client build coherence within their system as it relates to HQIM. Describe how your organization builds client capacity and puts measures in place to support the longevity of effective implementation beyond the term of the | | |

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| | | contract (e.g. ensuring grading, lesson planning, scheduling practices support the use of HQIM). | | |
| | Proposer demonstrates the ability to design and facilitate a series of professional learning opportunities that results in participating educators' being able to implement or support the implementation of best practices related to the science of reading. | Describe your organization's approach to providing initial PL for teachers and/or leaders on HQIM. | | |
| | | In which instructional materials currently rated "green" on EdReports does your organization have expertise? | | |
| | | A small sample of PL materials focused on providing pre-service professional learning for teachers and/or leaders that builds their familiarity with the structure, approach, and key components of an instructional material that is rated "green" on EdReports at the time of this proposal; may include sample presentations, handouts, course syllabus. | | |
| | | Describe to what extent and in what ways PL can be customized to meet LEAs' specific needs. | | |
| | | How will you measure the effectiveness of your services? How will you use that data? | | |
| | | Describe your organization's experience convening teachers and leaders across multiple districts for pre-service professional learning that builds their familiarity with the structure, approach, and key components of the HQIM. | | |
| | | Are you willing and able to convene multiple Delaware districts for this training? | | |
| | | DDOE ELA & Mathematics HQPL Vendor Resource Guide template | | |

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| | | Assurances | | |
| Proposed Staff Qualifications (Max Score: 20) | <p>Proposer demonstrates that they have sufficient qualified personnel to work closely with the DDOE to manage the contract.</p> <p>The program management staff has credentials in management with experience in managing similar sized professional learning programs.</p> <p>The content development staff has credentials in the content area(s) for which they will be developing professional learning sessions and/or has teaching experience in the content area(s), plus experience in developing and leading professional learning for teachers and/or leaders.</p> | <p>Describe your organization's process for selecting, training, evaluating, and coaching staff members who provide this training.</p> <p>How many client-facing facilitators/trainers/coaches does your organization employ at the time of this proposal?</p> | | |
| Cost (Max Score: 10) | | | | |

Component D: Ongoing PL for Teachers and Leaders

Component D: Scope of Work

Contractor(s) shall provide ongoing, content-specific, job-embedded professional learning for teachers that builds their ability to use HQIM. And/or contractor(s) shall provide ongoing, job-embedded professional learning for leaders that builds their ability to monitor the quality of implementation and provide aligned support to teachers.

Professional learning should:

- Build teachers' ability to use an instructional material that is rated "green" on [EdReports \(https://edreports.org/\)](https://edreports.org/) at the time of this proposal in their classrooms, including but not limited to:
 - Building educators' content-specific instructional vision including foundational knowledge of the [Delaware English Language Arts/Literacy Standards \(http://www.corestandards.org/ELA-Literacy/\)](http://www.corestandards.org/ELA-Literacy/) and/or the [Common Core Standards for Math \(https://www.doe.k12.de.us/Page/2504\)](https://www.doe.k12.de.us/Page/2504) including the [shifts \(https://achievethecore.org/category/419/the-shifts\)](https://achievethecore.org/category/419/the-shifts) in practice demanded by the standards.
 - Training teachers how to lead PLCs that help them prepare to teach upcoming lessons from their HQIM, including using student data to meet the needs of all learners
 - Helping teachers meet the needs of students who are above and below grade-level, including but not limited to emphasizing the importance of providing struggling students with access to grade-level content
 - Helping teachers use their HQIM to ensure their instruction fosters equity and is culturally responsive
 - Fostering teacher leadership and collaboration
- Build leaders' ability to monitor the quality of implementation of an instructional material that is rated "green" on [EdReports \(https://edreports.org/\)](https://edreports.org/) at the time of this proposal and provide aligned support to teachers, including but not limited to:
 - Training leaders how to use walkthroughs in conjunction with an observation tool to monitor the quality of implementation
 - Helping leaders establish, schedule, and manage PLCs that allow teachers to effectively prepare to teach lessons from their HQIM
 - Building leaders' understanding of the importance of providing struggling students with access to grade-level content and how teachers can do so
 - Fostering teacher leadership and collaboration
- Be as specific to the subject and grade level as possible. The Professional learning should *not* require that educators do the arduous work of figuring out how to apply generic PL to their specific content area or grade level. Rather, the PL should already be content-and grade-level specific enough that it is easy for educators to apply the learnings to their own work.
- Foster a culture that is supportive of adult learning and improvement.

- Be “job-connected.” Professional learning should deliberately and explicitly model the rigorous, engaging, and relevant learning activities in which students are expected to engage. Participating educators should have the opportunity to practice using the materials provided and the strategies and skills they’ve learned. Participants should have the opportunity to collaborate with peers, share best practices, and troubleshoot challenges together. Where applicable, PL should deliberately connect to statewide goal-setting approaches, assessment systems, and teacher evaluation practices.
- Focus on building local capacity and supporting sustainable change beyond the end of the contract term, including addressing coherence of school and district policies and practices (e.g. ensuring grading, lesson planning, scheduling practices support the use of HQIM).

Contractor must collect and share data on the extent to which participants met the stated objectives as well as data about participant satisfaction. Contractor must use that data to reflect and continuously improve.

Component D: Submission Requirements

Proposers who choose to submit proposals for Component D must submit the following:

- Briefly describe your organization’s prior experience leading PL in similar size, scope, technical requirements, and function to the proposed contract. (limit 300 words)
- To what extent has this PL been successful? How do you know? (limit 200 words)
- PL model description
 - *Approach*
 - If applying to lead PL for *teachers*, describe your organization’s approach to providing ongoing, content-specific, job-embedded professional learning for *teachers* that builds their ability to use HQIM. (limit 500 words)
 - If applying to lead PL for *leaders*, describe your organization’s approach to providing ongoing, job-embedded professional learning for *leaders* that builds their ability to monitor the quality of implementation and provide aligned support to teachers. (limit 500 words)
 - *Instructional material expertise*
 - In which instructional materials currently rated “green” on [EdReport \(https://edreports.org/\)](https://edreports.org/) does your organization have expertise?

| Publisher | Product Title | Content Area | Grade Level(s) |
|-----------|---------------|--------------|----------------|
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- *Staffing* (limit 500 words)
 - Describe your organization’s process for selecting, training, evaluating, and coaching staff members who provide this training.
- *Effectiveness* (limit 200 words)
 - How will you measure the effectiveness of your services? How do you use that data?
- *Capacity*
 - How many client-facing facilitators/trainers/coaches does your organization employ at the time of this proposal?
 - 1-5
 - 6-15
 - 16-30
 - 30-60
 - 60-100
 - 100+
- *Sustainability* (limit 200 words)
 - Describe how your organization builds client capacity and puts measures in place to support the longevity of effective implementation beyond the term of the contract.
- *Customization* (limit 200 words)
 - Describe to what extent and in what ways PL can be customized to meet LEAs’ specific needs.
- *Convening a cohort of districts* (limit 400 words)
 - If applying to lead PL for *teachers*, describe your organization’s experience convening *teachers* across multiple districts for ongoing, content-specific, job-embedded professional learning for teachers that builds their ability to use an instructional material that is rated “green” on [EdReports](https://edreports.org/) (<https://edreports.org/>) at the time of this proposal.
 - Are you willing and able to convene multiple Delaware districts for this training? (yes, no, maybe)
 - If applying to lead PL for *leaders*, describe your organization’s experience convening *leaders* across multiple districts for ongoing, job-embedded professional learning that builds their ability to monitor the quality of implementation of an instructional material that is rated “green” on [EdReports](https://edreports.org/) (<https://edreports.org/>) at the time of this proposal and provide aligned support to teachers.

- Are you willing and able to convene multiple Delaware districts for this training?
(yes, no, maybe)
- Three professional references of clients (from three different organizations) for whom your organization has provided this type of support.
 - Name
 - Organization
 - Title
 - Email address
 - Phone number
- Sample PL materials
 - If applying to lead PL for *teachers*, a small sample of PL materials focused on providing ongoing, content-specific, job-embedded professional learning for *teachers* that builds their ability to use an instructional material that is rated “green” on [EdReports \(https://edreports.org/\)](https://edreports.org/) at the time of this proposal; may include sample presentations, handouts, course syllabus.
 - If applying to lead PL for *leaders*, a small sample of PL materials focused on providing ongoing, job-embedded professional learning for *leaders* that builds their ability to monitor the quality of implementation of an instructional material that is rated “green” on [EdReports \(https://edreports.org/\)](https://edreports.org/) at the time of this proposal and provide aligned support to teachers; may include sample presentations, handouts, course syllabus.
- DDOE ELA & Mathematics HQPL Vendor Resource Guide template
- Assurances

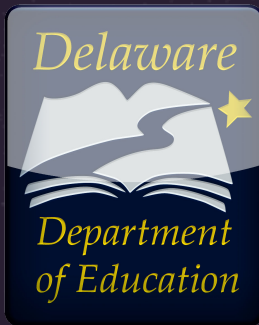
Rubric for Part 3, Component D: Ongoing PL for Teachers and Leaders

| Category | Criteria | Evidence | Strengths | Weaknesses |
|---|--|---|-----------|------------|
| Company Background and Experience (Max Score: 25) | Proposer demonstrates successful prior experience supporting three (3) or more SEAs and/or LEAs with projects similar in size, scope, technical requirements, and function to the proposed contract. | Briefly describe your organization's prior experience leading PL in similar size, scope, technical requirements, and function to the proposed contract. | | |
| | | To what extent has [your prior] PL been successful? How do you know? | | |
| | | Provide three professional references of clients (from three different organizations) for whom your organization has provided this type of support. | | |
| Approach and Methodology (Max Score: 45) | Proposer demonstrates strong alignment to DDOE's beliefs and approach related to the role of high-quality instructional materials (HQIM) and the types of support that educators need to successfully implement HQIM. | What role does your organization believe HQIM play in supporting effective instruction? | | |
| | | How does your organization define and identify HQIM for the content area(s) for which you are proposing to provide professional learning? | | |
| | | What is your organization's theory of action related to ensuring meaningful learning for all students in each of your client's classrooms? | | |
| | | Provide an example of how you have helped a client build coherence within their system as it relates to HQIM. Describe how your organization builds client capacity and puts measures in place to support the longevity of effective implementation beyond the term of the | | |

| | | | | |
|--|---|--|--|--|
| | | contract (e.g. ensuring grading, lesson planning, scheduling practices support the use of HQIM). | | |
| | Proposer demonstrates the ability to design and facilitate a series of professional learning opportunities that results in participating educators' being able to implement or support the implementation of best practices related to the science of reading. | <p>If applying to lead PL for teachers, describe your organization's approach to providing ongoing, content-specific, job-embedded professional learning for teachers that builds their ability to use HQIM.</p> <p>If applying to lead PL for leaders, describe your organization's approach to providing ongoing, job-embedded professional learning for leaders that builds their ability to monitor the quality of implementation and provide aligned support to teachers.</p> | | |
| | | In which instructional materials currently rated "green" on EdReports does your organization have expertise? | | |
| | | <p>If applying to lead PL for teachers, a small sample of PL materials focused on providing ongoing, content-specific, job-embedded professional learning for teachers that builds their ability to use an instructional material that is rated "green" on EdReports at the time of this proposal; may include sample presentations, handouts, course syllabus.</p> <p>If applying to lead PL for leaders, a small sample of PL materials focused on providing ongoing, job-embedded professional learning for leaders that builds their ability to monitor the quality of implementation of an instructional material that is rated "green" on EdReports at the time of this proposal and provide aligned support to teachers; may include sample presentations, handouts, course syllabus.</p> | | |

| | | | | |
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| | | Describe to what extent and in what ways PL can be customized to meet LEAs' specific needs. | | |
| | | How will you measure the effectiveness of your services? How will you use that data? | | |
| | | If applying to lead PL for teachers, describe your organization's experience convening teachers across multiple districts for ongoing, content-specific, job-embedded professional learning for teachers that builds their ability to use an instructional material that is rated "green" on EdReports at the time of this proposal. | | |
| | | Are you willing and able to convene multiple Delaware districts for this training? | | |
| | | If applying to lead PL for leaders, describe your organization's experience convening leaders across multiple districts for ongoing, job-embedded professional learning that builds their ability to monitor the quality of implementation of an instructional material that is rated "green" on EdReports at the time of this proposal and provide aligned support to teachers. | | |
| | | Are you willing and able to convene multiple Delaware districts for this training? | | |
| | | DDOE ELA & Mathematics HQPL Vendor Resource Guide template | | |
| | | Assurances | | |

| | | | | |
|---|--|--|--|--|
| Proposed Staff Qualifications (Max Score: 20) | <p>Proposer demonstrates that they have sufficient qualified personnel to work closely with the DDOE to manage the contract.</p> <p>The program management staff has credentials in management with experience in managing similar sized professional learning programs.</p> <p>The content development staff has credentials in the content area(s) for which they will be developing professional learning sessions and/or has teaching experience in the content area(s), plus experience in developing and leading professional learning for teachers and/or leaders.</p> | <p>Describe your organization's process for selecting, training, evaluating, and coaching staff members who provide this training.</p> <p>How many client-facing facilitators/trainers/coaches does your organization employ at the time of this proposal?</p> | | |
| Cost (Max Score: 10) | | | | |



LITERACY PLAN

PREKINDERGARTEN TO GRADE 3



Continuous improvement for students in Delaware public schools

June 2019



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A MESSAGE FROM THE DELAWARE SECRETARY OF EDUCATION

Students spend their earliest years learning to read. They need strong literacy skills to absorb information in math and science, social studies, the arts, and every other subject.

Having a strong literacy foundation is crucial for Delaware children's success in school and life. That is why improving third-grade literacy has been a key education initiative of Governor John Carney since before he took office. Recognizing how critical literacy skills are for our young learners, he has directed focus and resources to this work.

According to the Children's Reading Foundation, students who aren't reading at grade level aren't able to comprehend up to half of the printed fourth-grade curriculum. The Annie E. Casey Foundation's KIDS COUNT Special Report, "Early Warning! Why Reading



by the End of Third Grade Matters," cites this among many warnings supporting the importance of early literacy. The report also points to Yale University research showing that 3 out of 4 students who are poor readers in third grade remain poor readers in high school.

That is why educators, families, policymakers and community and nonprofit partners must collaborate if we are going to successfully support our children's literacy growth. The state's students cannot afford to have our efforts be well-meaning but disjointed. I am excited this plan provides clear opportunities for us to work together in a coordinated manner. Thank you for your support.

Sincerely,

Susan S. Bunting, Ed.D.
Secretary of Education



Delaware Literacy Plan Committee

Jenna Ahner - *Executive Director, Delaware State Board of Education*

Dawn Alexander - *Preschool Expansion Coordinator, Colwyck Elementary School, Colonial School District*

Pamala Alfaro - *Academic Support Team, Delaware Department of Education*

Lisa Ali-Turner - *ELA Curriculum Supervisor, Appoquinimink School District*

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Dave Wilkie - *Principal, McVey Elementary School, Christina School District*

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INTRODUCTION

PURPOSE

For nearly half a decade, reading proficiency rates in Delaware have remained relatively flat, with roughly 52 percent of students reading at grade level each year since 2015. State-level achievement rates in grade 3 during this same time period show specific student groups experienced decreases in reading proficiency rates as well, as seen on the chart below.¹

| Subgroup | Grade 3 |
|----------------------------|---------|
| Black or African-American | ▼ -3% |
| All Students | ▼ -2% |
| Asian | ▼ -2% |
| English learners | ▲ 13% |
| Hispanic or Latino | ▼ -2% |
| Low-income | ▼ -1% |
| Multiracial | ▼ -4% |
| Students with disabilities | ▼ -10% |
| White | - |

As a result of these trends, increasing student achievement in reading and writing as well as closing literacy achievement gaps among student groups have been identified as critical areas of need for the state.

The Delaware Literacy Plan establishes a framework to address the state's literacy challenges. Literacy success requires a combination of high-quality early learning experiences, rigorous elementary and secondary instruction and strong community support. Through the plan, our commitment is to

- Provide guidance and support to districts and schools
- Increase professional development opportunities
- Develop tools to support educators in eliminating achievement gaps and increasing learning across the curriculum for all students in Delaware
- Increase collaboration among stakeholders
- Engage families in supporting literacy

¹ Delaware Department of Education, *State Assessment Results*. August 2018. <https://www.doe.k12.de.us>.

Additionally, the Delaware Literacy Plan establishes a consistent voice around literacy with which to address the state's literacy challenges and provide a foundation for focused support from the Delaware Department of Education.

To support the need for all students to read, write and communicate effectively, Delaware's Literacy Plan team was comprised of multiple stakeholders with a variety of experiences and expertise in child development, essential practices in literacy and the science of reading. A system such as this requires coordination and collaboration among many different institutions.

STRATEGIC INTENTS

There is much more to the strategy of reading than the skill of sounding out a list of words and pronouncing them correctly. "Skills are automatic, routine, and associated primarily with lower levels of thinking and learning."² In contrast, Schumm describes strategies as processes that "are controlled by the reader" enabling them to think, reason, and make sense of what is being read.³ A combination of both skills and strategies is necessary for students to be successful readers.

Students demonstrate proficiency on summative reading assessments by demonstrating a range of knowledge, skills, and dispositions as shown below.

- Print awareness/concepts of print
- Phonological awareness
- Decoding and word recognition
- Word-reading strategies
- Comprehension monitoring
- Reading fluency
- Vocabulary knowledge
- Vocabulary strategies
- Morphological analysis
- Science and social studies knowledge
- Graphophonological semantic cognitive flexibility
- Syntactic awareness
- Text structure analysis
- Executive skills (e.g. inhibitory control)
- Genre knowledge
- Comprehension strategies
- Literal comprehension
- Inferential comprehension
- Critical comprehension
- Scanning and skimming
- Text navigation and search
- Reading stamina
- Facilitative reading attitudes⁴

² Janice A. Dole, Gerald G. Duffy, Laura R. Roehler and P. David Pearson, "Moving from the Old to the New: Research on Reading Comprehension Instruction," *Review of Educational Research*, Vol. 61, No. 2 (Summer, 1991), pp. 239-264.

³ Schumm, Jeanne Shay, *Reading Assessment and Instruction* (New York: The Guilford Press, 2006), 229.

⁴ Duke, Nell K. "Reading by Third Grade: How Policymakers Can Foster Early Literacy," *The State Education Standard* (May 2019), http://www.nasbe.org/wp-content/uploads/2019/05/Standard_May2019_WEB_FINAL.pdf.

Delaware's Content Standards provide educators with the knowledge, skills, and dispositions students need to achieve grade-level proficiency. The Delaware Department of Education (DDOE) regularly conducts site visits to schools to support the use of the state's standards. Over a two-year period from 2016-2018, site visits revealed 3 of 16 districts and 1 of 4 charter schools effectively demonstrated enacted curriculum aligned to standards-based written curriculum.

To provide support for all students toward reading proficiency, the Delaware Literacy Plan outlines four strategic intents with aligned key activities. Each of the following strategic intents is considered a necessary driver to meet the goal of success in literacy:

- Align Core Instruction to the Standards
- Implement Curriculum using High Quality Instructional Materials (HQIM)
- Enhance Early Literacy Instruction
- Support Educators through Institutes of Higher Education (IHEs)

EXPECTED OUTCOMES

As a result of an intentional focus on the four strategic intents, the following outcomes are expected:

- An increase in student learning outcomes
- An increase in educator professional learning opportunities and literacy knowledge
- An increase in aligned partnerships



How to Read this Plan:



Scan this code to connect directly to the electronic version of this plan.

The action steps outlined in this literacy plan are meant to increase collaboration among stakeholders throughout the state. Each strategic intent includes action steps labeled with an icon for teachers, leaders and partners. Find the icon you most identify with to read how you can best support increased literacy proficiency for Delaware students.

To access the electronic version of this plan as well as additional resources linked to each strategic intent, please visit <https://www.doe.k12.de.us/literacyplan>.

For additional information regarding the Literacy Plan, please contact Associate Secretary of Academic Support Monica Gant at monica.gant@doe.k12.de.us.

Teachers



Those primarily responsible for literacy instruction aligned to grade-level standards.

Leaders



Those responsible for supporting literacy instruction, including building, district and charter administrators, instructional and literacy coaches, curriculum directors and teacher leaders.

Partners



Stakeholders that support literacy instruction efforts, including the Delaware Department of Education, community and civic organizations, public and private literacy experts, and institutes of higher education (IHEs).



The family is a child's first teacher. Though this plan was developed to address strategies for school-aged students, the focus on children's development from birth is integral to their success as future readers. With this in mind, when applicable, each strategic intent also includes strategies for families to use to support their children along the way.

GLOSSARY OF TERMS

- **Adult skill development:** The practice in which adults engage in systematic and sustained self-education in order to gain new forms of knowledge, skills, attitudes, or values; includes any form of learning adults engage in beyond traditional education settings, encompassing on-going literacy in academic and technical areas or personal fulfillment
- **Balanced assessment:** Includes screening, diagnostics, intervention(s) alignment, and progress monitoring that is developmentally appropriate and aligned to foundational skills
- **Charter schools:** Independently run public schools authorized by the Delaware Department of Education or a Delaware public school district that are granted greater flexibility in their operations but receive public school funding and are held accountable for academic, financial, and organizational performance
- **Competency-based:** Articulates a discrete skill to support educator practice and the specific evidence educators must submit to demonstrate their competence in that skill
- **Delaware Academic Standards:** Expectations for what students should know and be able to do at the end of each grade, kindergarten to 12, adopted in 2010
- **Delaware Department of Education (DDOE):** Primary function is to establish policy, administer and coordinate most federal assistance, enforce federal educational laws, and provide support to districts and charter schools
- **Efficacy:** The belief in one's ability to succeed
- **Enacted curriculum:** Teacher and student interactions focused on instructional materials and practices and implementation of guidance documents
- **High-yield instructional strategies:** Actions or approaches that have the greatest positive affect on student achievement for all students, in all subject areas, at all grade levels
- **Incumbent worker training:** Training or professional learning that meets the specific requirements of an employer or group of employers to retain a skilled workforce; includes assisting workers to obtain the skills necessary to retain employment or avert the layoff of the incumbent worker
- **Institutes of higher education (IHEs):** Public or private higher education colleges or universities
- **Key activities:** Series of actions that will have impact on achievement outcome
- **Leaders:** Those responsible for supporting literacy instruction, including building and district administrators, instructional and literacy coaches, curriculum directors, and teacher leaders.

GLOSSARY OF TERMS

- **Learning Progressions:** Shows the trajectory of each English language arts standard from kindergarten through grade 12 and illustrates the importance of understanding the vertical alignment of the Delaware English language arts/literacy standards.
- **Micro-credentials:** Evidence-based professional development activities that are competency-based, personalized, on-demand, and shareable; educators must demonstrate their competence via evidence submitted and reviewed by trained evaluators
- **Multi-tiered System of Support (MTSS):** Framework for identifying students who need academic and/or behavioral support; making data-driven decisions, implementing evidence-based interventions aligned to needs, and monitoring student progress on their response to interventions provided
- **Partners:** Internal and external stakeholders who support literacy instruction efforts, including Delaware Department of Education, community and civic organizations, public and private literacy experts, institutes of higher education
- **Professional development:** Singular opportunity to gain and improve knowledge and skills
- **Professional learning:** Based on the specific learning needs of the students and school community, individualized for the strengths and needs of the educators, grounded in the principles of adult learning theory, sustained and supported through implementation with coaching and follow-up, and consistently monitored and assessed to evaluate its impact on student learning and adjusted when necessary
- **Relevant data:** Data that identifies areas for growth as well as opportunities to monitor progress toward the improvement goal
- **Skillful use of high quality instructional materials (HQIM):** Purposeful and engaging materials based on student needs and aligned to standards for teachers and observation and feedback of critical literacy components for leaders.
- **Teachers:** Those primarily responsible for literacy instruction aligned to grade level standards
- **Vendor guide:** A list of vendors compiled by the Delaware Department of Education that provide initial and ongoing professional learning in targeted areas of need
- **Universal Design for Learning (UDL)** - A set of principles for designing curriculum that provides an individual with equal opportunities to learn; the UDL framework is grounded in three principles for multiple means of representation, action and expression, and engagement to meet the diverse needs of all students
- **Written curriculum:** Guidance documents that align standards, scope and sequence, and pacing guides

Strategic Intent



ALIGN CORE INSTRUCTION TO THE STANDARDS

Introduction

All students should receive standards-aligned core instruction. Providing access to standards-aligned curriculum is necessary for students with or at risk for disabilities as well.⁵ Whether educators use whole group instruction, differentiated small group instruction or independent practice, curriculum should

- Be aligned to the state's content standards
- Allow all students access to the core content
- Use evidence-based instructional strategies and practices
- Demonstrate evidence of learning⁶

Additionally, educators should include the following evidence-based practices in

their classroom instruction to further student learning:

- A research-based core curriculum
- Culturally and linguistically responsive practices
- Universal screening to determine students' current level of performance
- Differentiated learning activities to address individual student needs
- Accommodations to ensure all students have access to the curriculum
- Problem solving to identify any needed interventions and to address behaviors that may keep students from demonstrating academic skills; students who require interventions should continue to receive instruction in the core curriculum⁷

Standards-aligned core instruction helps keep students on track to meet targeted goals and expectations in Delaware schools.

⁵ U.S. Department of Education, "Improving Achievement of Struggling Readers," *Combined Federal Programs Meeting, Washington D.C.*, (2018): 9.

⁶ National Association for the Education of Young Children & National Association of Early Childhood Specialists in State Departments of Education, "Where we stand on curriculum assessment and program evaluation." (2005)
https://www.naeyc.org/sites/default/files/globally-shared/downloads/PDFs/resources/position-statements/StandCurrAss.pdf?_sm_auth=iVVT8ZnpLCpjRfLq

⁷ National Center on Response to Intervention, "Essential Components fo RTI - A Closer Look at Response to Intervention," (2010): 10
https://rti4success.org/sites/default/files/rtiessentialcomponents_042710.pdf

KEY ACTIVITIES



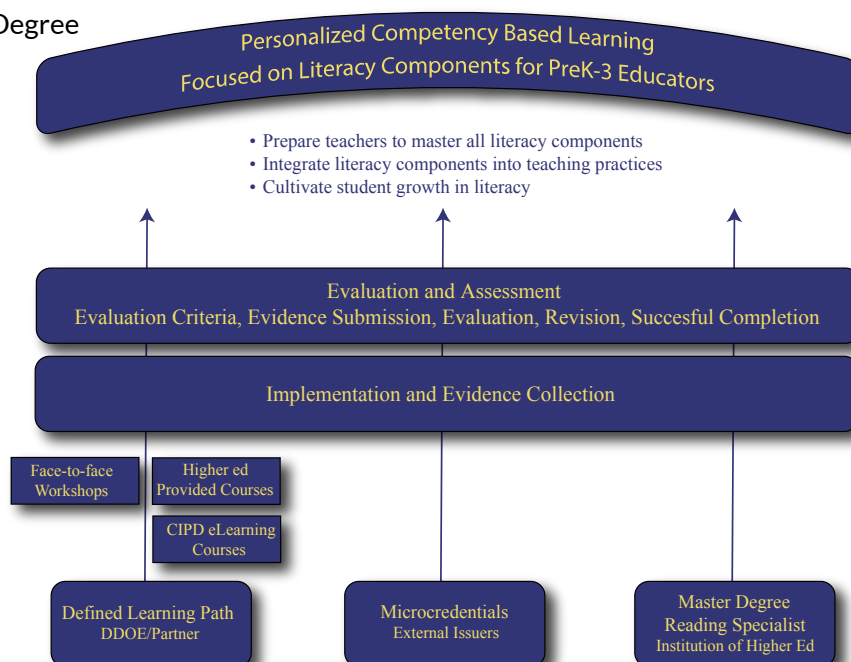
Teachers

T1.1: Increase expertise in providing standards-aligned core literacy instruction

- **Strategy T1.1A:** Engage in competency based professional learning topics focused on the essential components of reading, writing, Universal Design for Learning Principles, and Multi-tiered System of Support
- **Strategy T1.1B:** Participate in professional learning opportunities focused on the Learning Progressions and implementing high-yield instructional strategies to ensure access to standards-aligned instruction for all students
- **Strategy T1.1C:** Participate in professional learning focused on equity and culturally responsive instruction
- **Strategy T1.1D:** Participate in professional learning focused on targeted support for students with disabilities

T1.2: Access various modes of competency-based professional learning, including face-to-face, online, and one-on-one that lead to high quality differentiated pathways

- Defined Learning Pathway
- Micro-credential Pathway
- Degree



KEY ACTIVITIES



Teachers

T1.3: Ensure all students have access to a Multi-tiered System of Support (MTSS)

- **Strategy T1.3A:** Utilize a MTSS model to meet both academic and behavioral needs of all students and provide individualized, targeted instruction based on student need
- **Strategy T1.3B:** Engage in collaborative data based decision making teams to regularly review student progress and adjust interventions and groupings based on student growth and need

T1.4: Monitor student progress toward proficiency

- **Strategy T1.4A:** Participate in professional learning on the use of a balanced assessment system aligned to core instruction
 - Partner with IHEs
 - Partner with experts in the field
- **Strategy T1.4B:** Use curriculum-embedded activities and assessments to guide, monitor and support instruction

Multi-tiered System of Support (MTSS)



KEY ACTIVITIES



Leaders

L1.1: Support implementation of standards-aligned core literacy instruction

- **Strategy L1.1A:** Provide access to and participate in competency based professional learning topics focused on the essential components of reading, writing, Universal Design for Learning Principles, and Multi-tiered System of Support
- **Strategy L1.1B:** Provide access to and participate in professional learning opportunities focused on the Learning Progressions and implementing high-yield instructional strategies to ensure access to standards aligned instruction for all students
- **Strategy L1.1C:** Provide access to and participate in professional learning focused on equity and culturally responsive instruction
- **Strategy L1.1D:** Provide access to and participate in professional learning focused on targeted support for students with disabilities

L.1.2: Provide access to and participate in various modes of competency-based professional learning, including face-to-face, online, and one-on-one that lead to high-quality differentiated pathways to acquire expertise

- Defined Learning Pathway
- Micro-credential Pathway
- Degree



KEY ACTIVITIES



Leaders

L1.3: Ensure all students have access to a Multi-tiered System of Supports (MTSS)

- **Strategy L1.3A:** Support teachers and other support staff in utilizing a MTSS model to meet both academic and behavioral needs of all students and provide individualized, targeted instruction based on student need
- **Strategy L1.3B:** Provide time, space, and resources for teachers to engage in collaborative data-based decision making teams to regularly review student progress and adjust interventions and groupings based on student growth and need



KEY ACTIVITIES



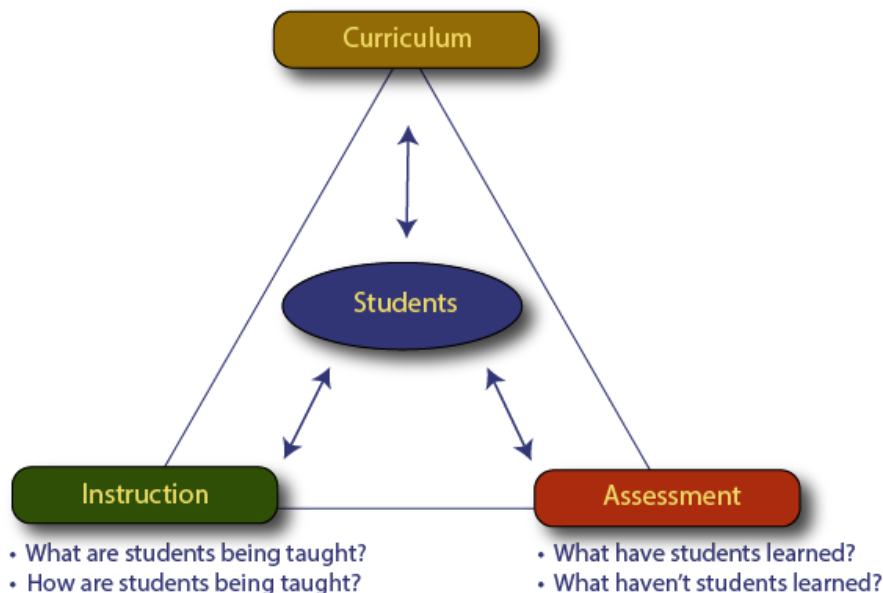
Leaders

L1.4: Monitor progress through alignment of curriculum, instruction, assessment and school-level data

- **Strategy L1.4A:** Provide access to and participate in the use of a balanced assessment system aligned to core instruction
 - Partner with IHEs
 - Partner with experts in the field
- **Strategy L1.4B:** Review school-wide summative data for the purpose of measuring progress in trend data at benchmark years
- **Strategy L1.4C:** Align progress monitoring and formative assessments to set benchmarks
- **Strategy L1.4D:** Design and evaluate instructional frameworks to address school level data trends
- **Strategy L1.4E:** Use, review and monitor curriculum-embedded activities and assessments to guide, monitor and support instruction

Curriculum - Instruction - Assessment

- What should students know and be able to do?
- What should students learn?
- What should students be taught?



KEY ACTIVITIES



Partners

P1.1: Support implementation of standards-aligned core literacy instruction

- **Strategy P1.1A:** Review and update Delaware Learning Progressions with district/school specialists
- **Strategy P1.1B:** Develop and extend professional learning opportunities focused on the Learning Progressions and implementing high-yield instructional strategies, including culturally responsive instruction and targeted support for students with disabilities
 - Partner with Institutes of Higher Education (IHEs)
 - Partner with experts in the field
- **Strategy P1.1C:** Facilitate a statewide convening on best practices in literacy instruction

P1.2: Support the implementation of Multi-tiered System of Support (MTSS)

- **Strategy P1.2A:** Develop and offer professional learning opportunities, and provide resources to support the implementation of a MTSS model to meet both academic and behavioral needs of all students and provide individualized, targeted instruction based on student need
- **Strategy P1.2B:** Develop and offer professional learning opportunities that support collaborative data-based decision making teams in the regular review of student progress and adjustment of interventions and groupings based on student growth and need

P1.3: Monitor student progress towards proficiency

- **Strategy P1.3A:** Develop and extend professional learning on the use of a balanced assessment system aligned to core instruction
 - Partner with IHEs
 - Partner with experts in the field

KEY ACTIVITIES



Partners

P1.4: Extend opportunities for additional training/expertise

- **Strategy P1.4A:** Identify qualified professionals to develop micro-credentials
- **Strategy P1.4B:** Partner with experts in the field to review and evaluate microcredentials

P1.5: Acknowledge additional training/expertise

- **Strategy P1.5A:** Identify sources of compensation
 - Attaining literacy expertise
 - Defined Learning Paths
 - Micro-credentials
 - Serving in leadership roles
 - Planning and delivering professional learning
- **Strategy P1.5B:** Identify sources of reimbursement for literacy coursework

P1.6: Connect with beyond school day activities

- **Strategy P1.6A:** Provide after-school providers with resources and professional learning opportunities that support school/district literacy efforts
 - Identify available after-school providers for each school/district
 - Collaborate with community literacy partners



Families

In an effort to support the activities related to each strategic intent, please see the following resources for families.

- [RTI Action Network for Parents](#) - supporting the needs of your child at home and communicating with teachers at school
- [Reading Tips for Parents](#) - in multiple languages - reading tips to support your child
- [National PTA](#) - multiple resources from the National Parent Teacher Association
- [Put Children First](#) - Helping Your Child Learn to Read, A Parent Guide
- [Parent Guides to Success](#) - Literacy and Mathematics - Guides to assist parents in navigating the standards
- [PTA Family Guides to Support Your Child](#) - help parents and caretakers find valuable tips for helping their child succeed in key learning areas
- [Understanding College and Career Readiness](#) - explaining college and career readiness
- [English Language Arts/Literacy Standards](#) - the DE English Language Arts/Literacy Standards
- [What Parents Should Know about the Smarter Assessment](#) - understanding the Smarter Assessment



TIMELINE

| Strategic Intent #1 - Timeline | | In Progress | Fall 2019 | Winter 2020 | Spring 2020 | Summer 2020 | Fall 2020 | Winter 2021 | Spring 2021 |
|--------------------------------|--|-------------|-----------|-------------|-------------|-------------|-----------|-------------|-------------|
| Teachers | T1.1: Increase expertise in providing standards-aligned core literacy instruction | | | | | | | | |
| | Strategy T1.1A: Engage in competency-based professional learning (PL) topics | | | | | | | | |
| | Strategy T1.1B: Participate in PL opportunities focused on the Learning Progressions and implementing high-yield instructional strategies | | | | | | | | |
| | Strategy T1.1C: Participate in PL focused on equity and culturally responsive instruction | | | | | | | | |
| | Strategy T1.1D: Participate in PL focused on targeted support for students with disabilities | | | | | | | | |
| | T1.2: Access various modes of competency-based PL, including face-to-face, online, and one-on-one that lead to high-quality differentiated pathways | | | | | | | | |
| | • Defined Learning Pathway | | | | | | | | |
| | • Micro-credential Pathway | | | | | | | | |
| | T1.3: Ensure all students have access to a Multi-tiered System of Support (MTSS) | | | | | | | | |
| | Strategy T1.3A: Utilize a MTSS model | | | | | | | | |
| | Strategy T1.3B: Engage in collaborative data-based decision-making teams | | | | | | | | |
| | T1.4: Monitor student progress toward proficiency | | | | | | | | |
| Leaders | Strategy T1.4A: Participate in PL on using a balanced assessment system aligned to core | | | | | | | | |
| | Strategy T1.4B: Use curriculum-embedded activities and assessments | | | | | | | | |
| | L1.1: Support implementation of standards-aligned core literacy instruction | | | | | | | | |
| | Strategy L1.1A: Provide access to and participate in competency-based PL topics | | | | | | | | |
| | Strategy L1.1B: Provide access to and participate in PL opportunities focused on the Learning Progressions and implementing high-yield instructional strategies | | | | | | | | |
| | Strategy L1.1C: Provide access to and participate in PL on equity and culturally responsive instruction | | | | | | | | |
| | Strategy L1.1D: Provide access to and participate in PL on targeted support for students with disabilities | | | | | | | | |
| | L1.2: Provide access to and participate in various modes of competency-based PL, including face-to-face, online, and one-on-one that lead to high-quality differentiated pathways | | | | | | | | |
| | • Defined Learning Pathway | | | | | | | | |
| | • Micro-credential Pathway | | | | | | | | |
| | L1.3: Ensure all students have access to MTSS | | | | | | | | |
| | Strategy L1.3A: Support teachers and other support staff in utilizing a MTSS model | | | | | | | | |
| | Strategy L1.3B: Provide time, space, and resources for teachers to engage in collaborative data-based decision-making teams | | | | | | | | |

Please note: Timelines indicate anticipated dates and are subject to change. Measures will be developed within each of the activities in order to evaluate progress.

TIMELINE

| Strategic Intent #1 - Timeline | | In Progress | Fall 2019 | Winter 2020 | Spring 2020 | Summer 2020 | Fall 2020 | Winter 2021 | Spring 2021 |
|--------------------------------|--|-------------|-----------|-------------|-------------|-------------|-----------|-------------|-------------|
| Leaders | L1.4: Monitor progress through alignment of curriculum, instruction, assessment and school-level data | | | | | | | | |
| | Strategy L1.4A: Provide access to and participate in the use of a balanced assessment system aligned to core instruction | | | | | | | | |
| | Strategy L1.4B: Review school summative data | | | | | | | | |
| | Strategy L1.4C: Align progress monitoring and formative assessments to set benchmarks | | | | | | | | |
| | Strategy L1.4D: Design and evaluate instructional frameworks | | | | | | | | |
| | Strategy L1.4E: Use, review and monitor curriculum-embedded activities and assessments | | | | | | | | |
| Partners | P1.1: Support implementation of standards-aligned core literacy instruction | | | | | | | | |
| | Strategy P1.1A: Review and update Delaware Learning Progressions with district/school specialists | | | | | | | | |
| | Strategy P1.1B: Develop and extend PL opportunities focused on the Learning Progressions and implementing high-yield instructional strategies | | | | | | | | |
| | Strategy P1.1C: Facilitate a statewide convening on best practices in literacy instruction | | | | | | | | |
| | P1.2: Support the implementation of MTSS | | | | | | | | |
| | Strategy P1.2A: Develop and offer PL opportunities, and provide resources to support the implementation of a MTSS model | | | | | | | | |
| | Strategy P1.2B: Develop and offer PL opportunities that support collaborative data-based decision-making teams | | | | | | | | |
| | P1.3: Monitor student progress toward proficiency | | | | | | | | |
| | Strategy P1.3A: Develop and extend PL on the use of a balanced assessment system aligned to core instruction | | | | | | | | |
| | P1.4: Extend opportunities for additional training/expertise | | | | | | | | |
| | Strategy P1.4A: Identify qualified professionals to develop micro-credentials | | | | | | | | |
| | Strategy P1.4B: Partner with experts in the field to review and evaluate micro-credentials | | | | | | | | |
| | P1.5: Acknowledge additional training/expertise | | | | | | | | |
| | Strategy P1.5A: Identify sources of compensation | | | | | | | | |
| | Strategy P1.5B: Identify sources of reimbursement for literacy coursework | | | | | | | | |
| | P1.6: Connect with beyond school day activities | | | | | | | | |
| | Strategy P1.6A: Provide after-school providers with resources and PL opportunities; collaborate with community literacy partners | | | | | | | | |

Please note: Timelines indicate anticipated dates and are subject to change. Measures will be developed within each of the activities in order to evaluate progress.

Strategic Intent



IMPLEMENT CURRICULUM USING HIGH-QUALITY INSTRUCTIONAL MATERIALS

Introduction

Research shows that educators who use high-quality instructional materials (HQIM) in the classroom can improve student learning outcomes equal to or greater than many interventions.⁸ HQIM often

- Make instruction easier, more efficient and more effective
- Allow educators to meet the needs of individual students
- Inspire educators to further engage students in learning
- Advance student learning
- Increase coherence across schools, districts and states
- Connect high curriculum standards, effective instruction, assessments and professional learning⁹

To support the use of HQIM, educators should receive increased access to professional learning opportunities as well as more time to work collaboratively with their colleagues. A high-quality instructional resource can provide educators within a school and across a school system a shared understanding of how to organize the work at the classroom level.¹⁰

High Quality Curriculum + Professional Learning = Improved Reading Instruction

Per EdReports, 5 out of 15 (33%) of elementary curricular resources in use in Delaware in the 2017-2018 school year were of high quality, and 7 out of 32 districts and charters (22%) reviewed had adopted HQIM in elementary English language arts.¹¹

⁸ Sara Allan and Rachel Leifer, "How High-Quality Instructional Materials Can Drive Teacher Growth," *Bill & Melinda Gates Foundation*. <http://k12education.gatesfoundation.org/blog/high-quality-instructional-materials-can-drive-teacher-growth/>

⁹ Achieve the Core, "Instructional Materials Plus Teacher Supports Equals Student Success," *achieve.org*, (2017). https://issuu.com/achieveinc/docs/im_doc_2.0

¹⁰ Sara Allan and Rachel Leifer, "How High-Quality Instructional Materials Can Drive Teacher Growth," *Bill & Melinda Gates Foundation*. <http://k12education.gatesfoundation.org/blog/high-quality-instructional-materials-can-drive-teacher-growth/>

¹¹ Delaware Department of Education, "Literacy Cadre: Resources for Assessment and Instruction Survey," (2017); Ed Reports, "Reports Center," *edreports.org*, <https://www.edreports.org/reports>.

"Compelling evidence shows that improving curriculum can positively impact student outcomes."

"Investments in curriculum components are highly scalable, and effects are greatest with weakest teachers, who are disproportionately present in high-needs classrooms."¹²



¹² Chiefs for Change, "Hiding In Plain Sight - Leveraging Curriculum to Improve Student Learning," (2017):8. <http://chiefsforchange.org/policy-paper/4830/>

KEY ACTIVITIES



Teachers

T2.1: Increase expertise in the selection and skillful use of HQIM

- **Strategy T2.1A:** Connect resources to standards and student needs identified through data for skillful use of HQIM
- **Strategy T2.1B:** Understand and implement the key elements of reading instruction and how students learn to read for skillful use of HQIM
- **Strategy T2.1C:** Understand and implement various methods to engage students in their opportunities for reading practice for skillful use of HQIM

T2.2: Participate in district/charter ongoing HQIM review of instructional materials to ensure they meet the needs of all students, are culturally relevant, and provide access to grade level standards

- **Strategy T2.2A:** Consult independent reviews such as EdReports for HQIM
- **Strategy T2.2B:** Use rubrics (i.e. EQulP, IMET, IES) to identify how well-aligned district resources are to the common core standards
- **Strategy T2.2C:** Utilize a vetting process for research-based core curriculum that is comprehensive and evidence-based
- **Strategy T2.2D:** Use tools such as the IMET to ensure materials are easily accessible, high interest, high quality, culturally relevant reading choices for students
- **Strategy T2.2E:** Utilize Adoption Tool Guide to support resource adoption and implementation

KEY ACTIVITIES



Leaders

L2.1: Increase expertise in selection and use of HQIM

- **Strategy L2.1A:** Connect resources to standards and student needs identified through data to support skillful use of HQIM
- **Strategy L2.1B:** Understand the key elements of reading instruction and how students learn to read to support skillful use of HQIM
- **Strategy L2.1C:** Understand various methods to engage students in their opportunities for reading practice to support skillful use of HQIM
- **Strategy L2.1D:** Provide feedback based on observed key elements of reading instruction and how students learn to read to support skillful use of HQIM.
- **Strategy L2.1E:** Use vendor guide to secure HQIM training

L2.2: Support teacher engagement in ongoing HQIM review of all instructional materials to ensure they meet the needs of all students, are culturally relevant, and provide access to grade level standards

- **Strategy L2.2A:** Provide opportunities for teachers to engage in ongoing HQIM review



KEY ACTIVITIES



Partners

P2.1: Provide guidance and support for selection and implementation of HQIM

- **Strategy P2.1A:** Develop professional learning experiences that encourage cross-school, grade and program participation
- **Strategy P2.1B:** Support vertical articulation and collaboration across schools, grades and programs

P2.2: Highlight skillful use of HQIM

- **Strategy P2.2A:** Provide updated list of HQIM based on evidence and research from peer-reviewed resources
- **Strategy P2.2B:** Recognize and learn from districts/charters who choose HQIM and invest in high quality professional learning that enables their teachers to skillfully use those materials in all classrooms with all students



Families

Learn more: Check out the [three questions parents can ask about instructional materials](#). Educator Jenni Aberli shares questions parents can ask educators to know more about the quality of their children's learning materials.

TIMELINE

| Strategic Intent #2 - Timeline | | In Progress | Fall 2019 | Winter 2020 | Spring 2020 | Summer 2020 | Fall 2020 | Winter 2021 | Spring 2021 |
|--------------------------------|---|-------------|-----------|-------------|-------------|-------------|-----------|-------------|-------------|
| Teachers | T2.1: Increase expertise in the selection and skillful use of HQIM | | | | | | | | |
| | Strategy T2.1A: Connect resources to standards and student needs identified through data | | | | | | | | |
| | Strategy T2.1B: Understand and implement the key elements of reading instruction and how students learn to read | | | | | | | | |
| | Strategy T2.1C: Understand and implement various methods to engage students in their opportunities for reading practice | | | | | | | | |
| | T2.2: Participate in district/charter ongoing HQIM review of all instructional materials | | | | | | | | |
| | Strategy T2.2A: Consult independent reviews | | | | | | | | |
| | Strategy T2.2B: Use rubrics to identify alignment | | | | | | | | |
| | Strategy T2.2C: Utilize a vetting process | | | | | | | | |
| | Strategy T2.2D: Use tools to ensure materials are easily accessible, high-interest, high-quality, culturally relevant reading choices for students | | | | | | | | |
| | Strategy T2.2E: Utilize Adoption Tool Guide to support resource adoption and implementation | | | | | | | | |
| Leaders | L2.1: Increase expertise in selection and use of HQIM | | | | | | | | |
| | Strategy L2.1A: Connect resources to standards and student needs | | | | | | | | |
| | Strategy L2.1B: Understand key elements of reading instruction and how students learn to read | | | | | | | | |
| | Strategy L2.1C: Understand various methods to engage students in their opportunities for reading practice | | | | | | | | |
| | Strategy L2.1D: Provide feedback based on observed key elements of reading instruction and how students learn to read | | | | | | | | |
| | Strategy L2.1E: Use vendor guide to secure HQIM training | | | | | | | | |
| | L2.2: Support teacher engagement in ongoing HQIM review | | | | | | | | |
| Partners | Strategy L2.2A: Provide opportunities for teachers to engage in ongoing HQIM review | | | | | | | | |
| | P2.1: Provide guidance and support for selection and implementation of HQIM | | | | | | | | |
| | Strategy P2.1A: Share professional learning (PL) experiences across schools, grades and programs | | | | | | | | |
| | Strategy P2.1B: Support vertical articulation, collaboration across schools, grades and programs | | | | | | | | |
| | P2.2: Highlight skillful use of HQIM | | | | | | | | |
| | Strategy P2.2A: Provide updated list of HQIM | | | | | | | | |
| | Strategy P2.2B: Recognize and learn from districts who choose HQIM and invest in high-quality PL | | | | | | | | |

Please note: Timelines indicate anticipated dates and are subject to change. Measures will be developed within each of the activities in order to evaluate progress.

Strategic Intent



ENHANCE EARLY LITERACY INSTRUCTION

Introduction

Enhanced literacy instruction in early childhood education is critical to long-term reading success for both students and Delaware education. Research shows that students benefit throughout their academic career and develop more stable reading skills when they receive a strong reading foundation in early childhood.¹³ At the same time, children who do not receive early reading skills are at greater risk for falling behind their peers.¹⁴

The notion that poor readers eventually catch up to the class average is challenged by research. Instead, the gap between good readers and those who struggle continuously widens.¹⁵

According to the Delaware Early Learning Survey (DELS, 2016), 1/3 to 1/2 of all children and 1/2 to 2/3 of low-income children are not entering kindergarten with skills needed for success.¹⁶



¹³ George Farkas, Paul L. Morgan and Qiong Wu, "Kindergarten Children's Growth Trajectories in Reading and Mathematics: Who Falls Increasingly Behind?" *Journal of Learning Disabilities* (2011): 44(5):472-88

¹⁴ Torgesen, J. K., Alexander, A. W., Wagner, R. K., Rashotte, C. A., Voeller, K. K. S., & Conway, T. "Intensive remedial instruction for children with severe reading disabilities: Immediate and long-term outcomes from two instructional approaches." *Journal of Learning Disabilities*, (2001): 34(1), 33-58. <http://dx.doi.org/10.1177/002221940103400104>

¹⁵ Adams, M. J. *Beginning to read: Thinking and learning about print*. Cambridge, MA: MIT Press. (1990)

¹⁶ Delaware Department of Education, *Delaware Early Learning Survey*, (2017) <https://www.doe.k12.de.us/Page/3029>

KEY ACTIVITIES



Teachers

T3.1: Successfully implement Early Learning Child-Level Outcomes Framework to support the transition from prekindergarten to Delaware State Standards for kindergarten

- **Strategy T3.1A:** Participate in professional learning opportunities on the Early Learning Child-Level Outcomes Framework and developmentally appropriate practices in early childhood learning in prekindergarten to grade 2 education
- **Strategy T3.1B:** Receive job-embedded coaching and feedback on effective planning, preparation and implementation of standards-aligned instruction, including age-appropriate daily/annual formats for part-day and full-day instruction
- **Strategy T3.1C:** Utilize HQIM that meet the new standards based on evidence and research from peer reviewed resources
- **Strategy T3.1D:** Collect evidence/data regarding student transition from prekindergarten to kindergarten



KEY ACTIVITIES



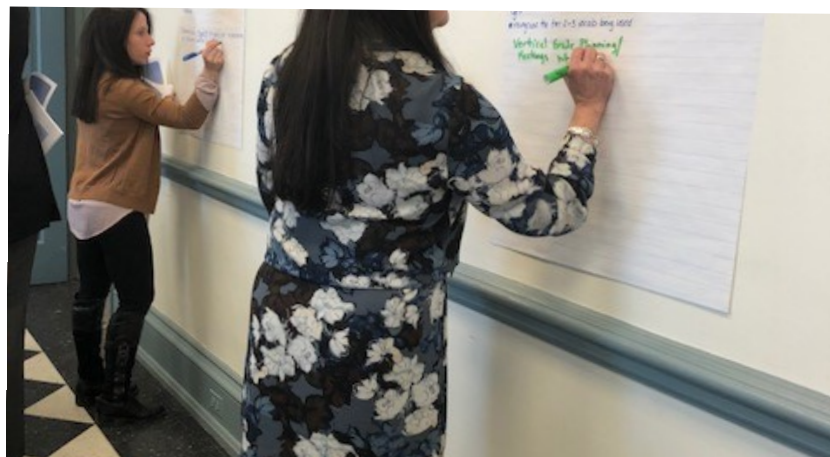
Leaders

L3.1: Support the adoption and/or adaptation of Early Learning Child-Level Outcomes Framework to better align the expectations and standards for birth to age five children to the Delaware State Standards for kindergarten through second grade

- **Strategy L3.1A:** Become informed of Early Learning Child Level Outcomes Framework
- **Strategy L3.1B:** Participate in stakeholder group representing birth through Grade 2 education to engage in the adoption and/or adaptation of an Early Learning Child Level Outcomes Framework

L3.2: Support the successful implementation of the Early Learning Child Level Outcomes Framework

- **Strategy L3.2A:** Provide access to and participate in professional learning opportunities on the Early Learning Child Level Outcomes Framework and developmentally appropriate practices in early childhood learning in prekindergarten to grade 2 education
- **Strategy L3.2B:** Ensure job-embedded coaching and feedback on effective planning preparation and implementation of standards-aligned instruction, including age-appropriate daily/annual formats for part-day and full-day instruction
- **Strategy L3.2C:** Utilize HQIM that meet the new standards based on evidence and research from peer reviewed resources
- **Strategy L3.2D:** Collect evidence/data regarding student transition from Prekindergarten to kindergarten



KEY ACTIVITIES



Partners

P3.1: Adopt and develop common understanding of Early Learning Child Level Outcomes Framework to better align the expectations and standards for birth to age five children to the Delaware State Standards for kindergarten through second grade

- **Strategy P3.1A:** Become informed of Early Learning Child Level Outcomes Framework
- **Strategy P3.1B:** Participate in stakeholder group representing birth through Grade 2 education to engage in the adoption and/or adaptation of an Early Learning Child Level Outcomes Framework

P3.2: Support the successful implementation of the Early Learning Child Level Outcomes Framework

- **Strategy P3.2A:** Collaborate on the approaches to teaching and learning to support the transition from Early Learning Child Level Outcomes Framework to the Delaware State Standards for kindergarten
- **Strategy P3.2B:** Provide updated list of HQIM based on evidence and research from peer reviewed resources
- **Strategy P3.2C:** Partner with experts in the field for technical assistance based on selected HQIM
- **Strategy P3.2D:** Partner with parent and community outreach and engagement stakeholders to create a streamlined system that provides information, videos, milestones, and support services related to early literacy and education for young children
 - Develop “Essential Components of Reading” learning sessions that promote shared language, expectations and strategies for families, early learning teachers and administrators.



Families

In an effort to support the activities related to each strategic intent, please see the following resources for families.

- Participate in developmental screening to learn how to best support your child in early literacy at home.
- Access local early learning programs, school districts, health systems, and community centers for education and materials on early literacy at home.
- Attend kindergarten readiness programs and activities that support everyday early literacy at home.
- [DDOE Summer Reading Resources](#) - Summer reading and mathematics resources from DDOE
- [DE Libraries Summer Reading Challenge](#) - Summer reading activities from DE Public Libraries
- [International Literacy Association Choice Reading Lists](#) - top book choices for children
- [Children and Teen Choice Books](#) - top book choices for children
- [Reading Aloud to Your Child](#) - strategies to support reading while reading aloud to your child
- [What is Print Awareness?](#) - Children with print awareness can begin to understand that written language is related to oral language
- [Helping Your Child Develop Print Awareness](#) - sample questions and prompts you can use before, during, and after a read aloud activity to help children activate basic knowledge about print and books
- [Ten Ways to Raise a Reader](#) - ways to support your child in reading
- [State of Delaware Libraries](#) - resources from DE public libraries
- [National Center on Improving Literacy/Family](#) - A partnership among literacy experts, university researchers, and technical assistance providers to increase access to, and use of, evidence-based approaches to screen, identify, and teach students with literacy-related disabilities
- [Reading Rockets/Parents](#) - Offers a wealth of research-based reading strategies, lessons, and activities designed to help young children learn how to read and read better. Resources assist parents, teachers, and other educators in helping struggling readers build fluency, vocabulary, and comprehension skills.
- [Read Right from the Start](#) - Free online videos and resources on oral language and literacy strategies for educators.

TIMELINE

| Strategic Intent #3 - Timeline | | In Progress | Fall 2019 | Winter 2020 | Spring 2020 | Summer 2020 | Fall 2020 | Winter 2021 | Spring 2021 | |
|--------------------------------|---|-------------|-----------|-------------|-------------|-------------|-----------|-------------|-------------|--|
| Teachers | T3.1: Successfully implement Early Learning Child-Level Outcomes Framework to support the transition from prekindergarten to Delaware State Standards for kindergarten | | | | | | | | | |
| | Strategy T3.1A: Participate in professional learning (PL) opportunities | | | | | | | | | |
| | Strategy T3.1B: Receive job-embedded coaching and feedback | | | | | | | | | |
| | Strategy T3.1C: Utilize HQIM | | | | | | | | | |
| | Strategy T3.1D: Collect evidence/data regarding student transition | | | | | | | | | |
| Leaders | L3.1: Support the adoption and/or adaptation of Early Learning Child-Level Outcomes Framework | | | | | | | | | |
| | Strategy L3.1A: Become informed of Early Learning Child Level Outcomes Framework | | | | | | | | | |
| | Strategy L3.1B: Participate in stakeholder group representing birth through grade 2 education to engage in the adoption and/or adaptation of an Early Learning Child Level Outcomes Framework | | | | | | | | | |
| | L3.2: Support the successful implementation of the Early Learning Child Level Outcomes Framework | | | | | | | | | |
| | Strategy L3.2A: Provide access to and participate in PL opportunities | | | | | | | | | |
| | Strategy L3.2B: Ensure job-embedded coaching and feedback | | | | | | | | | |
| | Strategy L3.2C: Utilize HQIM | | | | | | | | | |
| | Strategy L3.2D: Collect evidence/data regarding student transition | | | | | | | | | |
| Partners | P3.1: Adopt and develop common understanding of Early Learning Child Level Outcomes Framework to better align the expectations and standards for birth to age five children to the Delaware State Standards for kindergarten through second grade | | | | | | | | | |
| | Strategy P3.1A: Participate in stakeholder group to engage in the adoption and/or adaptation of an Early Learning Child Level Outcomes Framework | | | | | | | | | |
| | Strategy P3.1B: Become informed of Early Learning Child Level Outcomes Framework | | | | | | | | | |
| | P3.2: Support the successful implementation of the Early Learning Child Level Outcomes Framework | | | | | | | | | |
| | Strategy P3.2A: Collaborate on the approaches to teaching and learning | | | | | | | | | |
| | Strategy P3.2B: Provide updated list of HQIM | | | | | | | | | |
| | Strategy P3.2C: Partner with experts in the field for technical assistance | | | | | | | | | |
| | Strategy P3.2D: Partner with parent and community outreach/engagement stakeholders | | | | | | | | | |

Please note: Timelines indicate anticipated dates and are subject to change. Measures will be developed within each of the activities in order to evaluate progress.

Strategic Intent



SUPPORT EDUCATORS THROUGH INSTITUTES OF HIGHER EDUCATION

Preparing all teachers to enter the workforce with a strong understanding of reading instruction and early literacy strategies is key to enhancing student literacy skills throughout Delaware. While teacher preparation programs at universities and colleges offer aspiring teachers access to similar coursework and student teaching experiences, the need to align program standards and depth of literacy programming remains. When considering the importance of early literacy education on student reading achievement, this need becomes especially pronounced. Professionals working with children from birth through age eight - early childhood as well as elementary educators - must have access to consistent, quality teacher preparation programs in order to positively impact students during their most-critical learning years for reading.

Candidates for teaching in the elementary grades are required to obtain a bachelor's degree and state certification. Additionally, new teachers in Delaware are required to participate in extra, school-level induction and mentoring programs. Still, according to the Institute of Medicine and National Research Council, a gap exists between what is known about reading and how teachers are prepared to teach it.¹⁷ Just as there is more to the strategy of reading than the skill of sounding out a list of words and pronouncing them correctly, there is more to the training that prepares educators to teach advanced literacy skills. A strong teacher preparation program lays the foundation for teachers to be able to engage students in

- The five essential components of reading instruction (phonemic awareness, phonics, fluency, vocabulary, and comprehension)
- Listening comprehension
- Reading comprehension
- Learning content through reading
- Scaffolding language through increased rigor¹⁸

¹⁷ National Research Council of the National Academies, "Preparing Teachers: Building Evidence for Sound Policy" (2010) <https://www.nap.edu/read/12882/chapter/1#ii>

¹⁸ Foorman, B., Beyler, N., Borradaile, K., Coyne, M., Denton, C. A., Dimino, J., Furgeson, J., Hayes, L., Henke, J., Justice, L., Keating, B., Lewis, W., Sattar, S., Streke, A., Wagner, R., & Wissel, S. "Foundational skills to support reading for understanding in kindergarten through 3rd grade," *National Center for Education Evaluation and Regional Assistance (NCEE), Institute of Education Sciences, U.S. Department of Education*. (2016) <http://ies.ed.gov/ncee/wwc/practiceguide/21>.

Effective literacy instruction requires teachers receive practice and training in these areas long before they enter the classroom. Partnering with Institutes of Higher Education (IHEs) across the state to review current pre-service as well as continuing education opportunities will play a key role in supporting Delaware students.

According to the National Council on Teacher Quality (NCTQ), approximately 30% of all children do not become capable readers even though reading is the foundation of all learning; however, effective reading instruction could cut this unacceptable rate of failure by two-thirds or even more.¹⁹

[NCTQ's most recent evaluation](#) of more than 800 undergraduate programs for elementary teacher education determined that only 39% of programs examined included instruction in all five essential components of reading. Nearly one in five programs examined addressed one or none of the components.²⁰



¹⁹ National Council on Teacher Quality, "Landscapes in Teacher Prep," *nctq.org*, (Dec 2016): 4. <https://www.nctq.org/dmsView/UE>

²⁰ National Council on Teacher Quality, "A Closer Look at Early Reading" *nctq.org* (2016): 1. https://www.nctq.org/dmsView/NCTQ_-_Standard_2_How_Programs_Stack_Up

KEY ACTIVITIES



Teachers

T4.1: Attend summer institutes with flexible learning opportunities through different IHEs and other professional learning providers

- **Strategy T4.1A:** Choose specific topics and determine goals for summer and year-long professional learning and credential pathways
- **Strategy T4.1B:** Request additional topics for consideration into professional learning and credentialed pathways

T4.2: Attend mentoring content tracks for Prekindergarten to Grade 3 literacy teachers

- **Strategy T4.2A:** Participate in content tracks that serve existing need (i.e. emergent reading, prekindergarten intervention, beginning reading, elementary intervention, etc.)
- **Strategy T4.2B:** Complete summer courses that are linked to content tracks

T4.3: Participate in online Literacy 101 training for all prekindergarten and kindergarten staff to support student transition

- **Strategy T4.3A:** Attend Early Literacy training for Prekindergarten and Kindergarten staff to include the 5 Components of Reading with a focus on phonemic awareness and phonics including speaking, listening and writing
- **Strategy T4.3B:** Engage in video modeling of the strategies and artifacts of implementation in the classroom

KEY ACTIVITIES



Leaders

L4.1: Collaborate with partners and IHEs to strengthen pre-service preparation

- **Strategy L4.1A:** Investigate the knowledge base of novice teachers to target support and provide feedback to the IHEs
 - Survey credentials of novice teachers and create a database
 - Review student outcome assessment data from early literacy outcome assessments and provide feedback to IHEs about student performance and preparation of teachers
- **Strategy L4.1B:** Provide access to flexible professional learning opportunities in summer institutes through different IHEs and other professional learning providers
 - Identify specific topics and goals for summer and year-long professional learning and credential pathways
 - Define scope for time and/or proficiency goals
 - Advocate for funding
 - Work collaboratively with the Department of Education and IHEs to identify potential learning opportunities
 - Analyze impact of professional learning on student outcomes

L4.2: Support mentoring content tracks for prekindergarten to grade 3 literacy teachers

- **Strategy L4.2A:** Identify content tracks that would serve existing needs (i.e. emergent reading, prekindergarten intervention, beginning reading, elementary intervention, and etc.)
- **Strategy L4.2B:** Develop shared financial models to fund both the mentors and the IHEs credits

L4.3: Enrich and diversify the Career and Technical Education (CTE) Teacher Pathway for Early Childhood and K12 to strengthen the teacher pipeline

- **Strategy L4.3A:** Build recruitment and placement model for students entering CTE pathway
- **Strategy L4.3B:** Collaborate with partners and IHEs to diversify the educator workforce by providing CTE educators and students with learning opportunities
- **Strategy L4.3C:** Work with partners to develop opportunities for the teacher pathway to ensure that every student in the pathway graduates with credit for prior learning in addition to Advanced Placement or dual enrollment opportunities that would afford graduates to be in an advanced standing upon graduation

KEY ACTIVITIES



Partners

P4.1: Provide professional learning for prekindergarten to grade 3 literacy teachers

- **Strategy P4.1A:** Recognize the knowledge base of novice teachers to provide targeted support based on their needs
- Review survey of credentials of novice teachers
 - Analyze feedback about graduates
- **Strategy P4.1B:** Provide flexible professional learning opportunities in summer institutes through different IHEs and other professional learning providers
 - Identify specific topics and goals for summer and year-long professional learning and credential pathways
 - Define scope for time and/or proficiency goals
 - Analyze impact of professional learning on student outcomes

P4.2: Investigate the integration of literacy training into state mentoring expectations

- **Strategy P4.2A:** Identify tracks that would serve existing needs (i.e. emergent reading, prekindergarten intervention, beginning reading, elementary intervention, etc.) and link the tracks to specific coursework
- **Strategy P4.2B:** Work with IHEs to develop course offerings and micro-credentials

P4.3: Explore the Career and Technical Education (CTE) Teacher Pathway for Early Childhood and K12 by encouraging IHEs to offer a concentration in reading/literacy for undergraduate students who are a semester ahead due to course accumulation in their pathway

- **Strategy P4.3A:** Strategic acquisition of dual enrollment/articulation in courses/credits to gain more depth in reading/literacy when they obtain their bachelor's degrees
- **Strategy P4.3B:** Support collaboration between IHEs and high school pathway educators for professional learning opportunities
- **Strategy P4.3C:** Support strategies to diversify the education workforce

KEY ACTIVITIES



Partners

P4.4: Advocate for summer coursework funding for teachers in literacy

- **Strategy P4.4A:** Seek financial opportunities to support funding for tuition reimbursement or reduced tuition in the summer
- **Strategy P4.4B:** Specify courses and requirements of each summer course
- **Strategy P4.4C:** Organize courses to link together specifically in certificates and/or degrees

P4.5: Review incentives to place and retain new teachers in Delaware through the creation of innovative programs

- **Strategy P4.5A:** Contact IHEs to determine program opportunities
- **Strategy P4.5B:** Work with districts/charters to discuss teacher pipeline
- **Strategy P4.5C:** Provide content-specific instructional leadership opportunities that target preservice and in-service leaders with depth of literacy content
 - Collaborate with IHEs to target instructional leadership among undergraduate students
 - Provide state administrative induction with more content provided by IHEs
 - Provide for specific content coursework in requirements for administrative certification
- **Strategy P4.5D:** Explore non-traditional opportunities to diversify the educator workforce
 - Seek opportunities to braid existing funding lines and increase funding to recruit a diverse pipeline of teachers
 - Communicate financial incentives and scholarships available for teachers through local, state and federal funds
 - Engage in adult skill development and incumbent worker training

TIMELINE

| | Strategic Intent #4 - Timeline | In Progress | Fall 2019 | Winter 2020 | Spring 2020 | Summer 2020 | Fall 2020 | Winter 2021 | Spring 2021 |
|----------|---|-------------|-----------|-------------|-------------|-------------|-----------|-------------|-------------|
| Teachers | T4.1: Attend summer institutes with flexible learning opportunities through different IHEs and other professional learning providers | | | | | | | | |
| | Strategy T4.1A: Choose specific topics/goals | | | | | | | | |
| | Strategy T4.1B: Request additional topics for consideration | | | | | | | | |
| | T4.2: Attend mentoring content tracks for prekindergarten to grade 3 literacy teachers | | | | | | | | |
| | Strategy T4.2A: Participate in content tracks that serve existing needs | | | | | | | | |
| | Strategy T4.2B: Complete summer courses | | | | | | | | |
| | T4.3: Participate in online Literacy 101 training for all prekindergarten and kindergarten staff to support student transition | | | | | | | | |
| | Strategy T4.3A: Attend early literacy training | | | | | | | | |
| | Strategy T4.3B: Engage in video modeling | | | | | | | | |
| Leaders | L4.1: Collaborate with partners and IHEs to strengthen pre-service preparation | | | | | | | | |
| | Strategy L4.1A: Investigate the knowledge base of novice teachers | | | | | | | | |
| | • Survey credentials of novice teachers and create a database | | | | | | | | |
| | • Review student outcome assessment data and provide feedback to IHEs | | | | | | | | |
| | Strategy L4.1B: Provide access to flexible professional learning opportunities | | | | | | | | |
| | • Identify topics/goals for summer and year-long PL and credential pathways | | | | | | | | |
| | • Define scope - time and/or proficiency goals | | | | | | | | |
| | • Advocate for funding | | | | | | | | |
| | • Work collaboratively with DDOE and IHEs | | | | | | | | |
| | • Analyze impact of professional learning on student outcomes | | | | | | | | |
| | L4.2: Support mentoring content tracks for prekindergarten to grade 3 literacy teachers | | | | | | | | |
| | Strategy L4.2A: Identify content tracks that would serve existing needs | | | | | | | | |
| | Strategy L4.2B: Develop shared financial models | | | | | | | | |
| | L4.3: Enrich and diversify the CTE Teacher Pathway for Early Childhood and K12 | | | | | | | | |
| | Strategy L4.3A: Build recruitment and placement model | | | | | | | | |
| | Strategy L4.3B: Collaborate with partners and IHEs to diversify the educator workforce | | | | | | | | |
| | Strategy L4.3C: Work with partners to develop opportunities for the teacher pathway | | | | | | | | |

Please note: Timelines indicate anticipated dates and are subject to change. Measures will be developed within each of the activities in order to evaluate progress.

TIMELINE

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| | Strategy P4.1B: Provide flexible professional learning opportunities | | | | | | | | |
| | P4.2: Investigate the integration of literacy training into state mentoring expectations | | | | | | | | |
| | Strategy P4.2A: Identify tracks that would serve existing needs | | | | | | | | |
| | Strategy P4.2B: Work with IHE's to develop course offerings and micro-credentials | | | | | | | | |
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| | Strategy P4.3A: Strategic acquisition of dual enrollment/articulation in courses/credits | | | | | | | | |
| | Strategy P4.3B: Support collaboration between IHEs and high school pathway educators | | | | | | | | |
| | Strategy P4.3C: Support strategies to diversify the education workforce | | | | | | | | |
| | P4.4: Advocate for summer coursework funding for teachers in literacy | | | | | | | | |
| | Strategy P4.4A: Seek financial opportunities | | | | | | | | |
| | Strategy P4.4B: Specify courses and requirements of each summer course | | | | | | | | |
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| | P4.5: Review incentives to place and retain new teachers in Delaware through the creation of innovative programs | | | | | | | | |
| | Strategy P4.5A: Contact IHEs to determine program opportunities | | | | | | | | |
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| | Strategy P4.5C: Provide content-specific instructional leadership opportunities | | | | | | | | |
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Please note: Timelines indicate anticipated dates and are subject to change. Measures will be developed within each of the activities in order to evaluate progress.

"The research is clear: Students who are not reading proficiently by the end of third grade are much more likely to face poor academic outcomes. For this reason alone, we know it is incredibly important that children learn to read well early in elementary school and continue to build on those reading skills throughout the rest of school.

"The task of teaching young children to read falls to elementary school teachers, especially teachers in kindergarten through third grade."²¹

- Samantha Durrance,
Southern Regional Education
Board Policy Analyst



²¹ Samantha Durrance, "Are Teachers Prepared to Teach Reading?" *Southern Regional Education Board*, (2017), <https://www.sreb.org/blog-post/are-teachers-prepared-teach-reading>

Expected Outcomes

The work of the Literacy Plan is focused on four strategic intents:

- Align Core Instruction to the Standards
- Implement Curriculum using High Quality Instructional Materials (HQIM)
- Enhance Early Literacy Instruction
- Support Educators through Institutes of Higher Education (IHEs)

Key activities under each strategic intent are designed to achieve the following outcomes:

An increase in student learning outcomes

- Reduce the number of students scoring at the lowest achievement level on the summative assessment
- Increase the number of students scoring at proficient or above on the summative assessment
- Increase students' readiness to access grade-level standards
- Accelerate the progress of underperforming sub-groups compared to average state progress

An increase in educator professional learning opportunities and literacy knowledge

- Increase the number of professional learning opportunities offered to educators in literacy
- Expand pathways for multiple access points to professional learning opportunities
- Increase literacy course expectations or requirements in undergraduate preparation and graduate work
- Increase the number of educators demonstrating enhanced knowledge in early literacy

An increase in aligned partnerships

- Increase partnerships with institutes of higher education (IHEs) to provide pre-service and in-service opportunities
- Increase aligned partnerships with community organizations to support literacy instruction
- Increase family involvement in literacy development



Delaware Department of Education

Vision: Every learner ready for success in college, career and life.

Mission: To empower every learner with the highest quality education through shared leadership, innovative practices, and exemplary services.